

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 17, 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

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

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

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

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

ADDRESSING THE COUNCIL

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

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

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

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

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

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. Low Bids of:

Approve
All

- a. Shamrock Paving, Inc., (Spokane, WA) for 2019 Residential Grind & Overlay—\$1,395,309.60 (plus tax). An administrative reserve of \$139,530.96 (plus tax), which is 10% of the contract, will be set aside. Total Contract Amount: \$1,534,840.56 (plus tax). (Various Neighborhoods.)

OPR 2019-0421
ENG 2019044

- b. DW Excavating, Inc. (Davenport, WA) for Erie & Trent Storm Facility—\$2,139,999.99 (plus tax). An administrative reserve of \$213,999.99 (plus tax), which is 10% of the contract, will be set aside. Total Contract Amount: \$2,563,505.99 (plus tax). (East Central Neighborhood.)

OPR 2019-0422
ENG 2015130

Dan Buller

2. Memorandum of Understanding with Spokane Hoopfest Association for special event cost recovery associated with the Hoopfest tournament for the 2019-2021 years—\$67,000 estimated Revenue.

Approve

OPR 2019-0423

Carly Cortright

- | | | |
|---|------------------------------------|------------------------------|
| 3. Contract with Intellectyx (Denver, CO) for professional services for implementation, integration, training, conversion, project management and related services for Master Data Management from June 15, 2019, through June 14, 2020—\$303,936 (inc. tax).
Michael Sloon | Approve | OPR 2019-0424
RFP 4504-18 |
| 4. First Amendment with Spokane Transit Authority to increase amount of the Spokane Youth Card Agreement due to the need to increase the number of cards that will be given to youth for the Summer Youth Card Program—\$24,000.
Gavin Cooley | Approve | OPR 2019-0362 |
| 5. 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 |
| 6. 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.

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

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

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35703 passed by the City Council December 10, 2018, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C35782 **West Quadrant TIF & Parks Fund**
FROM: WQTIF Undesignated Reserves, \$500,000;
TO: WQTIF Operating Transfer to Parks, same amount.

and

FROM: Operating Transfer from WQTIF, \$500,000;
TO: Parks & Rec Fund Other Improvements, same amount.

(This action budgets for the north pedestrian bridge in Riverfront Park)

Kevin Freibott

ORD C35783 **West Quadrant TIF Fund**
FROM: Undesignated Reserves, \$77,000;
TO: Operating Transfer to Parks Cumulative Reserve, same amount.

and

Parks Cumulative Reserve Fund
FROM: Operating Transfer from WQTIF, \$77,000;
TO: Other Improvements, same amount.

(This action budgets for improvement to Dutch Jake's Park in the West Central Neighborhood)

Kevin Freibott

ORD C35784 **Communications Fund**
FROM: Reserve for Total Cost Compensation, \$51,252;
TO: Various Accounts, same amount.

(This action creates a new Media Manager position in Communications.)

Marlene Feist

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2019-0040 **Approving the 2019 Action Plan Component of the 2015-2020 Consolidated Plan for CDBG, HOME and ESG federal grant programs and approval to enter into an agreement with HUD and awarded organizations.**

George Dahl

RES 2019-0041 **Declaring Hotsy of Spokane (Spokane, WA) a sole source provider for the maintenance, service and product supplier for the Hotsy pressure washing machines utilized by the Fleet Services Department, for a five year period—estimated amount of \$70,000 yearly (incl. tax).**

OPR 2019-0425 **David Paine**

RES 2019-0042 **Requesting that the Spokane City Attorney provide to the City Council an analysis and recommendation concerning possible legal action**

against the manufacturers and distributors of addictive opioid medication.

Council President Stuckart and Council Member Beggs

ORD C35759

Reformulating the Northeast Public Development Authority and approving its charter and bylaws. (Deferred from June 3, 2019, Agenda.)

Council Member Stratton

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 Public Testimony Will Be Taken)

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for June 17, 2019
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

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

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

ADJOURNMENT

The June 17, 2019, Regular Legislative Session of the City Council is adjourned to June 24, 2019.

NOTES



Agenda Sheet for City Council Meeting of:

06/17/2019

<u>Date Rec'd</u>	6/4/2019
<u>Clerk's File #</u>	OPR 2019-0421
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 625-6391	<u>Project #</u>	2019044
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	0370 – LOW BID AWARD – SHAMROCK PAVING, INC.		

Agenda Wording

Low Bid of Shamrock Paving, Inc., (Spokane, WA) for 2019 Residential Grind & Overlay - \$1,395,309.60 plus tax. An administrative reserve of \$139,539.96 plus tax, which is 10% of the contract, will be set aside. (Various Neighborhood Council)

Summary (Background)

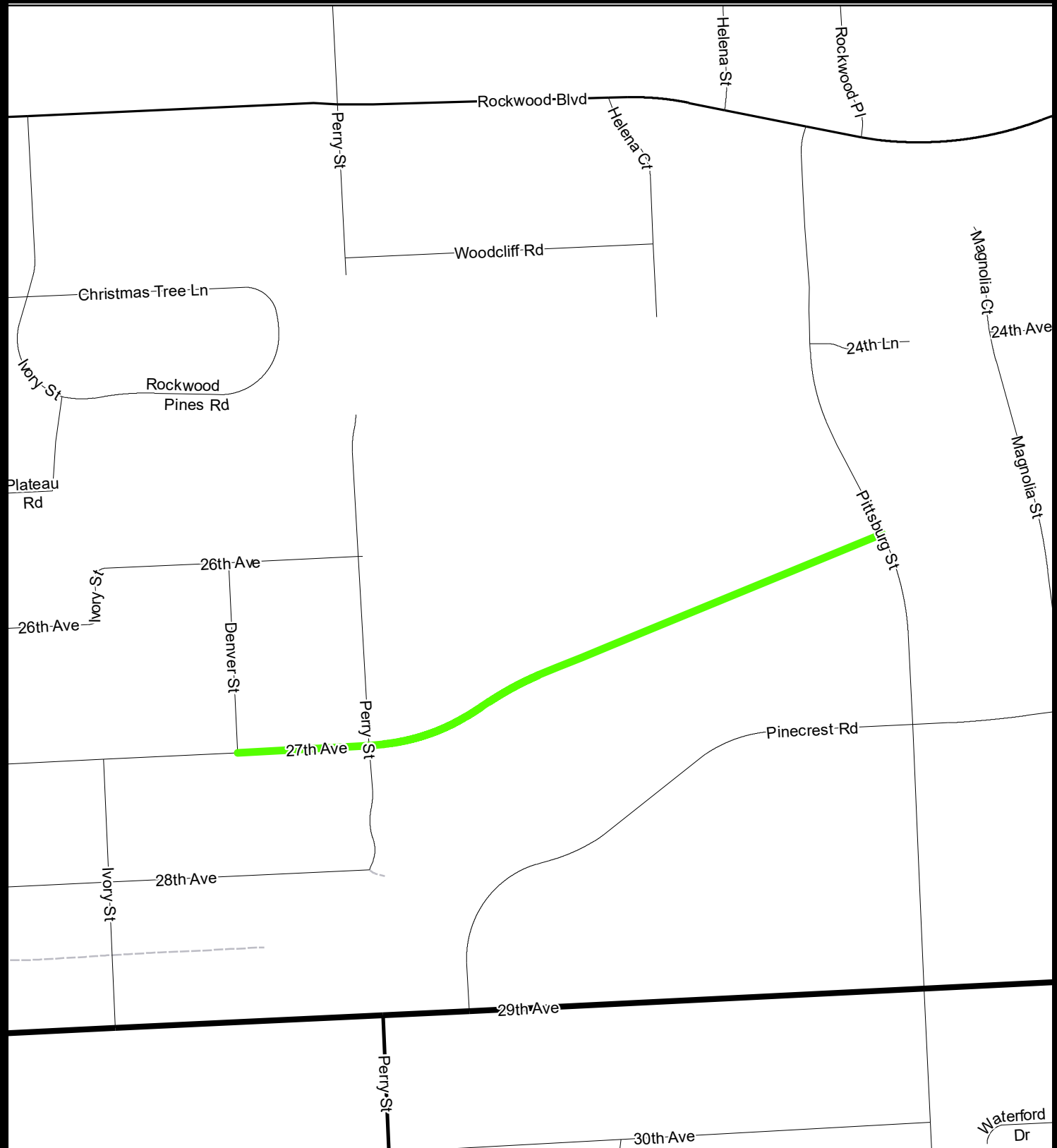
On June 3, 2019 bids were opened for the above project. The low bid was from Shamrock Paving, Inc. in the amount of \$1,395,309.60, which is \$120,840.40 or 7.97% under the Engineer's Estimate; two other bids were received as follows: Inland Asphalt Company - \$1,446,646.00 and Poe Asphalt Paving, Inc., - \$1,831,121.65.

<u>Fiscal Impact</u>	Grant related? NO Public Works? YES	<u>Budget Account</u>
Expense \$ 1,534,840.56		# 1990 49851 42800 54201 99999
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>
<u>Division Director</u>	FEIST, MARLENE	<u>Other</u> PS&H 6/3/19
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
<u>Additional Approvals</u>		kgoodman@spokanecity.org
<u>Purchasing</u>		htrautman@spokanecity.org
		aduffey@spokanecity.org

Briefing Paper

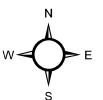
Public Safety & Health

Division & Department:	Public Works, Engineering
Subject:	2019 Residential Grind & Overlay Projects
Date:	6-3-18
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<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)	This project is in the 6 year street plan
Strategic Initiative:	Innovative Infrastructure
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History: <ul style="list-style-type: none"> The project described herein is the annual grind and overlay project funded in part by the transportation benefit district. 	
Executive Summary: <ul style="list-style-type: none"> Curb ramps will also be upgraded. Public involvement consisted of sending a letter to the property owners fronting the streets indicated on the attached exhibits during the design phase. Also, a flyer will be handed to residents or placed on their front door just prior to construction. Residents will have access to their homes during construction which will occur this summer. Refer to attached exhibits for project location 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



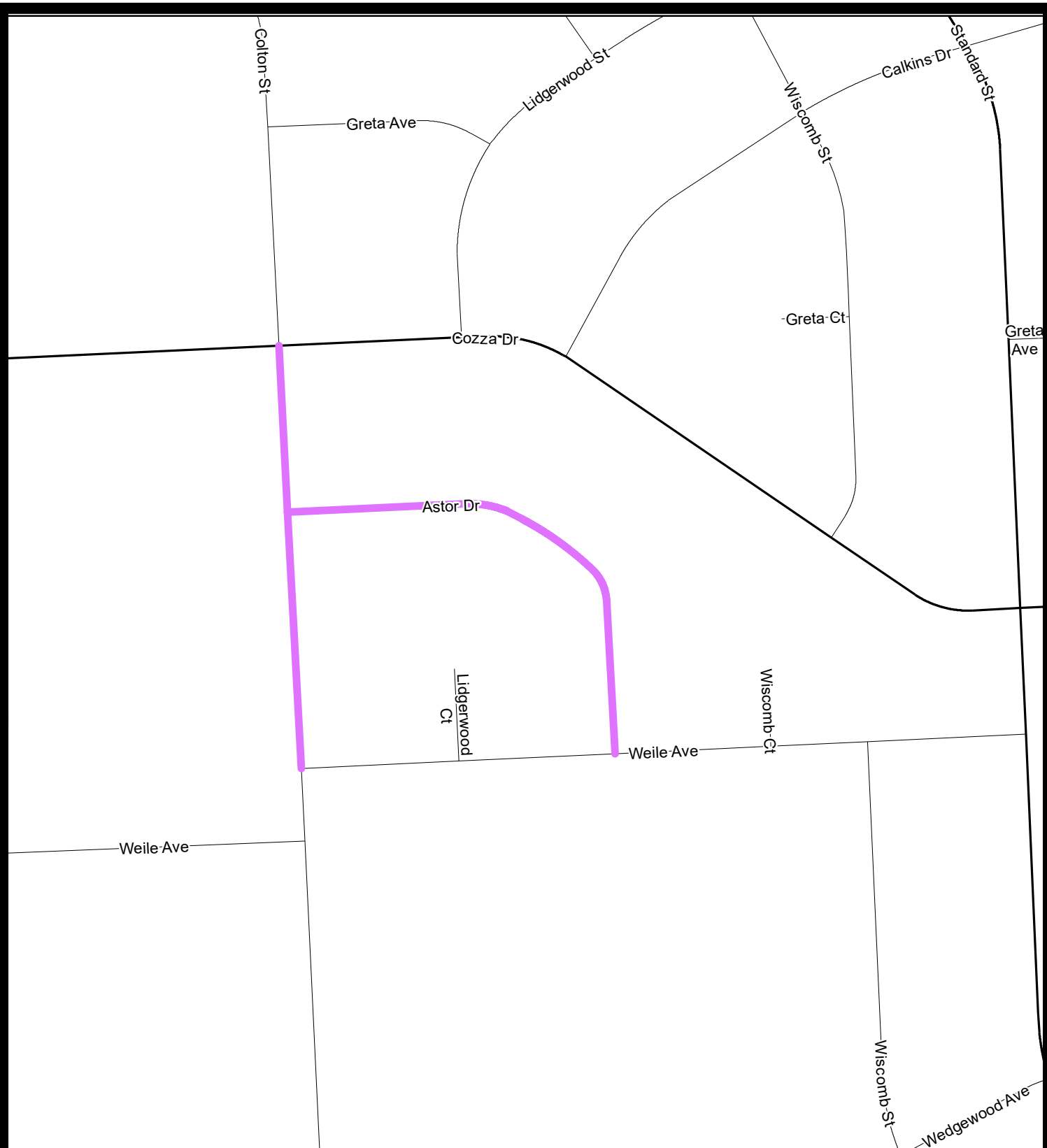
2019 Residential Grind and Overlay

27th Denver to Pittsburg



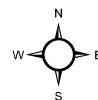
Printed by: kerry
Print date: 7/17/2018

THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



2019 Residential Grind and Overlay

**Colton & Astor Residential
G & O**



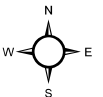
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2019 Residential Grind and Overlay

Lindeke St Northwest to Driscoll



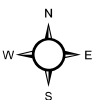
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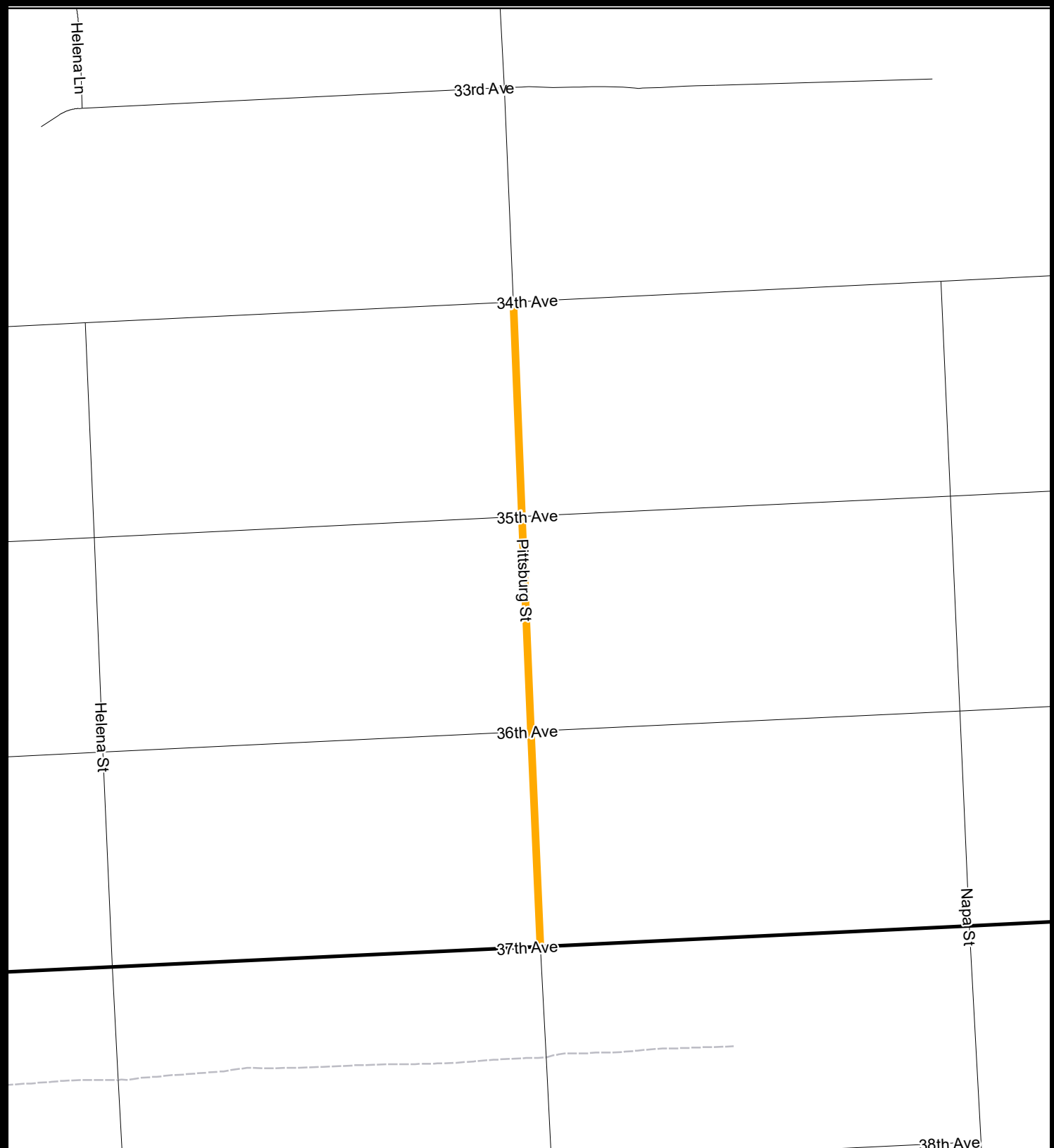
2019 Residential Grind and Overlay

Perry St Francis to holyoke



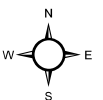
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2019 Residential Grind and Overlay

Pittsburg 37th to 34th



Printed by: kerry
Print date: 7/17/2018

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

Project Number: 2019044

Project Description 2019 Residential Grind & Overlay Project

Original Date 5/8/2019 11:45:02 AM

Funding Source Local

Update Date 6/3/2019 1:38:41 PM

Preparer Rich Proszek

Addendum

Project Number: 2019044			Engineer's Estimate		Shamrock Paving Inc		Inland Asphalt Company		Poe Asphalt Paving	
Item No	Bid Item Description	Est. Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule Description					Tax Classification					
Schedule 01		Street Improvements			Sales tax shall be included in unit prices					
101	ADA FEATURES SURVEYING	1 LS	*****	5,000.00	*****	12,000.00	*****	11,000.00	*****	14,400.00
102	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
103	SPCC PLAN	1 LS	*****	1,000.00	*****	1,000.00	*****	800.00	*****	3,000.00
104	POTHOLING	8 EA	700.00	5,600.00	350.00	2,800.00	225.00	1,800.00	240.00	1,920.00
105	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	20,000.00	*****	16,000.00	*****	15,000.00	*****	48,000.00
106	REFERENCE AND REESTABLISH SURVEY MONUMENT	17 EA	600.00	10,200.00	550.00	9,350.00	535.00	9,095.00	600.00	10,200.00
107	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	5,000.00	*****	5,000.00	*****	4,300.00	*****	4,800.00
108	MOBILIZATION	1 LS	*****	112,000.00	*****	120,000.00	*****	123,909.55	*****	175,500.00
109	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	90,000.00	*****	120,000.00	*****	110,000.00	*****	155,500.00
110	SEQUENTIAL ARROW SIGN	40 HR	5.00	200.00	11.00	440.00	8.60	344.00	10.00	400.00
111	TYPE III BARRICADE	57 EA	50.00	2,850.00	37.00	2,109.00	35.00	1,995.00	36.00	2,052.00
112	CLEARING AND GRUBBING	1 LS	*****	10,000.00	*****	14,000.00	*****	7,000.00	*****	7,800.00
113	AIR OR HYDRO EVACUATION - ROOT TREATMENT	4 EA	700.00	2,800.00	725.00	2,900.00	725.00	2,900.00	810.00	3,240.00
114	TREE PROTECTION ZONE	9 EA	230.00	2,070.00	270.00	2,430.00	270.00	2,430.00	300.00	2,700.00

<i>Project Number:</i> 2019044			<i>Engineer's Estimate</i>		Shamrock Paving Inc		Inland Asphalt Company		Poe Asphalt Paving	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
115	REMOVE TREE, CLASS II	1 EA	1,500.00	1,500.00	1,000.00	1,000.00	914.00	914.00	1,020.00	1,020.00
116	TREE PRUNING	100 EA	250.00	25,000.00	235.00	23,500.00	240.00	24,000.00	270.00	27,000.00
117	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00	*****	7,000.00	*****	1,100.00	*****	1,200.00
118	REMOVE EXISTING CURB	1218 LF	8.00	9,744.00	13.00	15,834.00	4.50	5,481.00	6.00	7,308.00
119	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	652 SY	15.00	9,780.00	16.00	10,432.00	15.00	9,780.00	19.00	12,388.00
120	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	2 EA	600.00	1,200.00	450.00	900.00	525.00	1,050.00	600.00	1,200.00
121	REMOVE EXISTING ≤ 12 IN. DIAMETER PIPE	17 LF	10.00	170.00	10.00	170.00	20.00	340.00	13.00	221.00
122	SAWCUTTING CURB	102 EA	40.00	4,080.00	35.00	3,570.00	25.00	2,550.00	25.00	2,550.00
123	SAWCUTTING RIGID PAVEMENT	2038 LFI	1.00	2,038.00	1.25	2,547.50	1.00	2,038.00	1.00	2,038.00
124	SAWCUTTING FLEXIBLE PAVEMENT	27220 LFI	0.80	21,776.00	0.40	10,888.00	0.30	8,166.00	0.50	13,610.00
125	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1 EA	500.00	500.00	400.00	400.00	645.00	645.00	710.00	710.00
126	REMOVE UNSUITABLE FOUNDATION MATERIAL	100 CY	22.00	2,200.00	18.00	1,800.00	21.50	2,150.00	30.00	3,000.00
127	REPLACE UNSUITABLE FOUNDATION MATERIAL	100 CY	30.00	3,000.00	26.00	2,600.00	50.00	5,000.00	55.00	5,500.00
128	CONTROLLED DENSITY FILL	20 CY	150.00	3,000.00	98.00	1,960.00	230.00	4,600.00	255.00	5,100.00
129	CSTC FOR SIDEWALK AND DRIVEWAYS	40 CY	80.00	3,200.00	130.00	5,200.00	200.00	8,000.00	215.00	8,600.00
130	HMA CL. 1/2 IN. PG PG 64-28, 2 INCH THICK	28782 SY	13.00	374,166.00	11.25	323,797.50	10.75	309,406.50	10.15	292,137.30
131	HMA FOR HEADER CL. 1/2 IN. PG 64-28, 2 INCH THICK	1705 SY	14.00	23,870.00	16.00	27,280.00	13.80	23,529.00	24.10	41,090.50
132	HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	505 TO	120.00	60,600.00	112.00	56,560.00	115.00	58,075.00	116.30	58,731.50
133	HMA FOR FEATHERING CL. 3/8 IN. PG 64-28	50 TO	140.00	7,000.00	50.00	2,500.00	188.00	9,400.00	195.00	9,750.00

<i>Project Number:</i> 2019044			<i>Engineer's Estimate</i>		Shamrock Paving Inc		Inland Asphalt Company		Poe Asphalt Paving	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
134	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	3880 SY	60.00	232,800.00	30.00	116,400.00	36.60	142,008.00	61.75	239,590.00
135	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	18 SY	14.00	252.00	70.00	1,260.00	155.00	2,790.00	110.00	1,980.00
136	CRACK SEALING 1-INCH TO 3-INCH	27600 LF	1.60	44,160.00	1.25	34,500.00	1.45	40,020.00	1.65	45,540.00
137	CRACK SEALING 3-INCH TO 6-INCH	500 LF	10.00	5,000.00	10.50	5,250.00	10.75	5,375.00	12.00	6,000.00
138	PAVEMENT REPAIR EXCAVATION INCL. HAUL	3880 SY	25.00	97,000.00	28.00	108,640.00	32.00	124,160.00	47.00	182,360.00
139	PLANING BITUMINOUS PAVEMENT - FULL DEPTH	3789 SY	4.00	15,156.00	5.25	19,892.25	9.50	35,995.50	10.15	38,458.35
140	PLANING BITUMINOUS PAVEMENT - TAPER	9649 SY	5.00	48,245.00	4.00	38,596.00	4.50	43,420.50	5.00	48,245.00
141	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
142	COMPACTION PRICE ADJUSTMENT	7500 EST	1.00	7,500.00	1.00	7,500.00	1.00	7,500.00	1.00	7,500.00
143	COMMERCIAL CONCRETE	20 CY	150.00	3,000.00	200.00	4,000.00	225.00	4,500.00	180.00	3,600.00
144	CEMENT CONCRETE CURB WALL	38 LF	100.00	3,800.00	105.00	3,990.00	63.40	2,409.20	150.00	5,700.00
145	CATCH BASIN TYPE 1	2 EA	3,000.00	6,000.00	2,625.00	5,250.00	3,440.00	6,880.00	3,840.00	7,680.00
146	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & VANED GRATE	16 EA	900.00	14,400.00	575.00	9,200.00	970.00	15,520.00	1,100.00	17,600.00
147	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	11 EA	900.00	9,900.00	575.00	6,325.00	970.00	10,670.00	1,100.00	12,100.00
148	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME AND BI-DIRECTIONAL VANED GRATE	6 EA	900.00	5,400.00	725.00	4,350.00	1,050.00	6,300.00	1,170.00	7,020.00
149	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	34 EA	700.00	23,800.00	525.00	17,850.00	840.00	28,560.00	950.00	32,300.00
150	VALVE BOX AND COVER	31 EA	600.00	18,600.00	450.00	13,950.00	555.00	17,205.00	620.00	19,220.00

<i>Project Number:</i> 2019044			<i>Engineer's Estimate</i>		Shamrock Paving Inc		Inland Asphalt Company		Poe Asphalt Paving	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
151	CLEANING EXISTING DRAINAGE STRUCTURE	42 EA	100.00	4,200.00	300.00	12,600.00	215.00	9,030.00	250.00	10,500.00
152	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	25.00	250.00	30.00	300.00	25.00	250.00	30.00	300.00
153	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	25.00	250.00	30.00	300.00	50.00	500.00	55.00	550.00
154	IMPORTED BACKFILL	20 CY	35.00	700.00	40.00	800.00	40.00	800.00	42.00	840.00
155	TRENCH SAFETY SYSTEM	1 LS	*****	3,000.00	*****	2,500.00	*****	55.00	*****	60.00
156	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	253 LF	60.00	15,180.00	55.00	13,915.00	53.00	13,409.00	60.00	15,180.00
157	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	14 EA	350.00	4,900.00	860.00	12,040.00	161.00	2,254.00	180.00	2,520.00
158	PLUGGING EXISTING PIPE	3 EA	200.00	600.00	150.00	450.00	225.00	675.00	240.00	720.00
159	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,600.00	*****	1,800.00	*****	600.00	*****	600.00
160	CLEANING EXISTING SANITARY SEWER	35 EA	500.00	17,500.00	115.00	4,025.00	425.00	14,875.00	475.00	16,625.00
161	ESC LEAD	1 LS	*****	2,000.00	*****	750.00	*****	3,000.00	*****	7,700.00
162	INLET PROTECTION	48 EA	100.00	4,800.00	70.00	3,360.00	75.00	3,600.00	66.00	3,168.00
163	TOPSOIL TYPE A, 2 INCH THICK	270 SY	15.00	4,050.00	5.00	1,350.00	4.00	1,080.00	5.00	1,350.00
164	HYDROSEEDING	84 SY	3.00	252.00	20.00	1,680.00	20.00	1,680.00	22.00	1,848.00
165	SOD INSTALLATION	186 SY	25.00	4,650.00	16.00	2,976.00	15.00	2,790.00	16.00	2,976.00
166	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	5,000.00	*****	20,000.00	*****	18,500.00	*****	20,700.00
167	CEMENT CONCRETE CURB	553 LF	28.00	15,484.00	37.00	20,461.00	37.75	20,875.75	41.00	22,673.00
168	CEMENT CONC. CURB AND GUTTER	621 LF	28.00	17,388.00	48.00	29,808.00	39.00	24,219.00	47.00	29,187.00

<i>Project Number:</i> 2019044			<i>Engineer's Estimate</i>		Shamrock Paving Inc		Inland Asphalt Company		Poe Asphalt Paving	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
169	CEMENT CONCRETE DRIVEWAY	5 SY	65.00	325.00	200.00	1,000.00	110.00	550.00	180.00	900.00
170	CEMENT CONCRETE DRIVEWAY TRANSITION	5 SY	65.00	325.00	200.00	1,000.00	80.00	400.00	180.00	900.00
171	CEMENT CONC. SIDEWALK	677 SY	55.00	37,235.00	69.55	47,085.35	80.00	54,160.00	105.00	71,085.00
172	RAMP DETECTABLE WARNING	304 SF	26.00	7,904.00	22.00	6,688.00	20.50	6,232.00	45.00	13,680.00
173	SIGNING, PERMANENT, CITY MANUFACTURED SIGNS	1 LS	*****	9,000.00	*****	7,500.00	*****	7,000.00	*****	9,500.00
<i>Schedule Totals</i>				1,516,150.00		1,395,309.60		1,446,646.00		1,831,121.65

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	1,516,150.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,516,150.00
Shamrock Paving Inc	1,395,309.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,395,309.60
Inland Asphalt Compan	1,446,646.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,446,646.00
Poe Asphalt Paving	1,831,121.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,831,121.65

Low Bid Contractor: Shamrock Paving Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$1,395,309.60	\$1,516,150.00	7.97	% Under Estimate
Bid Totals	\$1,395,309.60	\$1,516,150.00	7.97	% Under Estimate

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

06/17/2019

<u>Date Rec'd</u>	6/4/2019
<u>Clerk's File #</u>	OPR 2019-0422
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 625-6391	<u>Project #</u>	2015130
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	0370- LOW BID AWARD - DW EXCAVATING, INC.		

Agenda Wording

Low Bid of DW Excavating, Inc. (Davenport, WA) for Erie & Trent Storm Facility - \$2,139,999.99 plus tax. An administrative reserve of \$213,999.99 plus tax, which is 10% of the contract, will be set aside. (East Central Neighborhood Council)

Summary (Background)

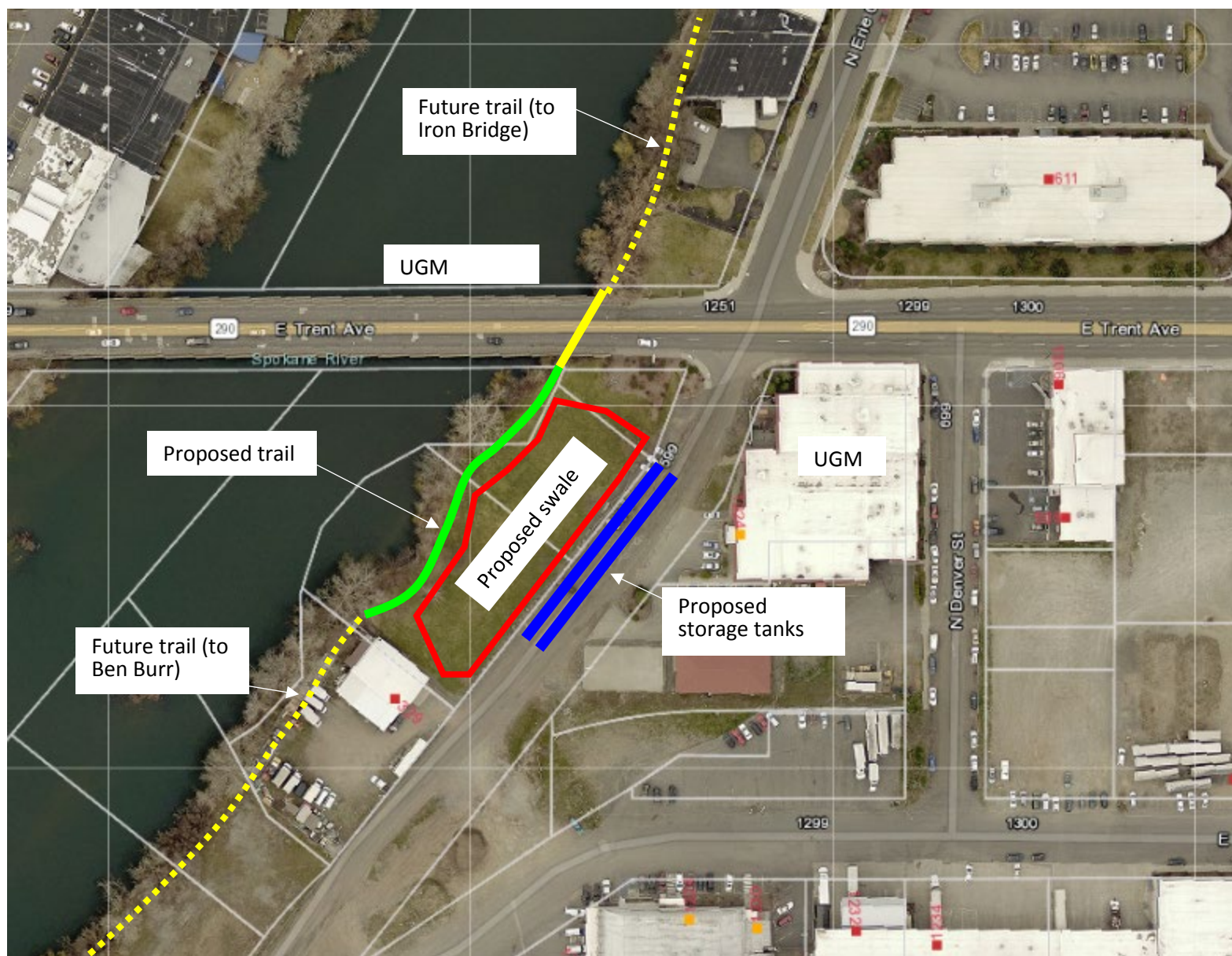
On June 3, 2019 bids were opened for the above project. The low bid was from DW Excavating, Inc. in the amount of \$2,139,999.99, which is \$426,768.01 or 16.63% below the Engineer's Estimate; four other bids were received as follows: L&L Cargile, Inc. - \$2,181,644.99; Halme Construction, Inc. - \$2,334,953.64; LaRiviere, Inc. - \$2,760,621.75; and Clearwater Construction Management - \$3,237,376.89.

<u>Fiscal Impact</u>	Grant related? YES Public Works? YES	<u>Budget Account</u>
Expense	\$ 2,563,505.99	# 4250-98817-94310-56501-14353
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>
<u>Division Director</u>	FEIST, MARLENE	<u>Other</u> PS&H 6/3/19
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
<u>Additional Approvals</u>		kgoodman@spokanecity.org
<u>Purchasing</u>		htrautman@spokanecity.org
<u>GRANTS & CONTRACT MGMT</u>	BROWN, SKYLER	aduffey@spokanecity.org

Briefing Paper

Public Safety & Health

Division & Department:	Public Works, Engineering
Subject:	Erie Stormwater Project
Date:	6-3-19
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year sewer plan
Strategic Initiative:	Innovative Infrastructure
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History: <ul style="list-style-type: none"> • This project is the completion of the Union Basin stormwater treatment project constructed in 2015. • This project treats the remainder of the stormwater from this basin. 	
Executive Summary: <ul style="list-style-type: none"> • This project intercepts stormwater from the industrial area known as Union Basin which currently drains directly to the river and routes it to grassy swales for treatment prior to discharge to drywells. • Also included in this project is a trail segment along the Spokane River connecting to a portion of the trail being constructed by DOT beneath the Trent Ave. bridge. • This project is funded with a DOE SFAP grant and local funds. • Project construction is slated to begin in mid July and be complete late this year. • Access to UGM building will be maintained but the park-like area will be closed during construction. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



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

Project Number: 2015130

Project Description Erie & Trent Storm Facility

Original Date 4/15/2019 5:06:56 PM

Funding Source State

Update Date 6/3/2019 2:44:49 PM

Preparer Duane Studer

Addendum Addendum 2

Project Number: 2015130			Engineer's Estimate		DW Excavating, Inc_		L & L Cargile Inc		Halme Construction Inc	
Item No	Bid Item Description	Est. Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description					Tax Classification					
Schedule 01 NON-STREET IMPROVEMENTS (SALES TAX RULE 170)					Sales tax shall NOT be included in unit prices					
101	RECORD DRAWINGS	1 LS	*****	3,000.00	*****	3,000.00	*****	3,000.00	*****	3,000.00
102	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
103	SPCC PLAN	1 LS	*****	2,000.00	*****	130.00	*****	200.00	*****	500.00
104	ARCHAEOLOGICAL INADVERTENT DISCOVERY	1 EST	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
105	POTHOLING	25 EA	500.00	12,500.00	270.00	6,750.00	150.00	3,750.00	442.23	11,055.75
106	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	3,000.00	*****	130.00	*****	4,000.00	*****	500.00
107	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	900.00	900.00	600.00	600.00	600.00	600.00	631.40	631.40
108	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,500.00	*****	4,700.00	*****	5,000.00	*****	5,166.01
109	TYPE B PROGRESS SCHEDULE	1 LS	*****	1,000.00	*****	1,000.00	*****	4,000.00	*****	5,000.00
110	MOBILIZATION	1 LS	*****	180,000.00	*****	165,951.99	*****	160,491.00	*****	180,000.00
111	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	5,000.00	*****	4,500.00	*****	1,826.00	*****	5,000.00
112	CLEARING AND GRUBBING	1 LS	*****	15,000.00	*****	6,700.00	*****	5,123.00	*****	22,000.00
113	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	4,000.00	*****	1,050.00	*****	285.00	*****	245.26
114	AIR OR HYDRO EVACUATION	2 EA	700.00	1,400.00	708.00	1,416.00	700.00	1,400.00	774.90	1,549.80

<i>Project Number:</i> 2015130			<i>Engineer's Estimate</i>		DW Excavating, Inc_		L & L Cargile Inc		Halme Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> NON-STREET IMPROVEMENTS (SALES TAX RULE 170)					Sales tax shall NOT be included in unit prices					
115	TREE PROTECTION ZONE	2 EA	350.00	700.00	262.00	524.00	250.00	500.00	122.63	245.26
116	REMOVE TREE, CLASS I	5 EA	400.00	2,000.00	378.00	1,890.00	400.00	2,000.00	413.28	2,066.40
117	REMOVE TREE, CLASS II	1 EA	1,200.00	1,200.00	890.00	890.00	925.00	925.00	975.80	975.80
118	TREE PRUNING	2 EA	350.00	700.00	220.00	440.00	230.00	460.00	241.09	482.18
119	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	12,000.00	*****	1,900.00	*****	9,806.00	*****	7,395.66
120	REMOVE AND RESET EXISTING BLOCK WALL	140 LF	60.00	8,400.00	40.00	5,600.00	67.00	9,380.00	39.44	5,521.60
121	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	2 EA	700.00	1,400.00	660.00	1,320.00	540.00	1,080.00	190.44	380.88
122	REMOVE EXISTING < 12 IN. DIAM PIPE	40 LF	9.00	360.00	10.00	400.00	10.00	400.00	6.66	266.40
123	REMOVE EXISTING 12 IN. TO <30 IN. DIAM PIPE	200 LF	15.00	3,000.00	3.00	600.00	10.00	2,000.00	6.66	1,332.00
124	SAWCUTTING FLEXIBLE PAVEMENT	110 LFI	0.75	82.50	23.00	2,530.00	1.00	110.00	1.19	130.90
125	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1 EA	350.00	350.00	400.00	400.00	272.00	272.00	260.08	260.08
126	ROADWAY EXCAVATION INCL. HAUL	198 CY	28.00	5,544.00	12.00	2,376.00	46.00	9,108.00	17.17	3,399.66
127	ROADWAY EXCAVATION INCL. HAUL - SWALE	3257 CY	30.00	97,710.00	13.00	42,341.00	45.00	146,565.00	17.15	55,857.55
128	ROADWAY EXCAVATION INCL. HAUL - PATH	226 CY	28.00	6,328.00	25.00	5,650.00	46.00	10,396.00	17.15	3,875.90
129	REMOVE UNSUITABLE FOUNDATION MATERIAL	759 CY	32.00	24,288.00	12.00	9,108.00	48.00	36,432.00	5.00	3,795.00
130	REPLACE UNSUITABLE FOUNDATION MATERIAL	759 CY	25.00	18,975.00	12.00	9,108.00	34.00	25,806.00	5.00	3,795.00
131	MATERIAL HAUL TO GRAHAM ROAD LANDFILL	600 TO	15.00	9,000.00	1.82	1,092.00	0.65	390.00	0.10	60.00
132	GRADING AND SHAPING	1 LS	*****	8,900.00	*****	2,600.00	*****	4,000.00	*****	1,896.64
133	SPECIAL / INDUSTRIAL WASTE	6740 TO	40.00	269,600.00	18.80	126,712.00	12.00	80,880.00	0.10	674.00

<i>Project Number:</i> 2015130			<i>Engineer's Estimate</i>		DW Excavating, Inc_		L & L Cargile Inc		Halme Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> NON-STREET IMPROVEMENTS (SALES TAX RULE 170)					Sales tax shall NOT be included in unit prices					
134	HAZARDOUS MATERIAL	50 TO	400.00	20,000.00	234.00	11,700.00	380.25	19,012.50	400.00	20,000.00
135	DISPOSAL OF INERT FILL & DEBRIS INC. HAUL	15430 CY	15.00	231,450.00	23.50	362,605.00	0.01	154.30	24.53	378,497.90
136	HEALTH AND SAFETY PLAN	1 LS	*****	5,000.00	*****	4,590.00	*****	5,000.00	*****	4,040.74
137	PREPARATION OF UNTREATED ROADWAY	2065 SY	3.00	6,195.00	0.50	1,032.50	4.00	8,260.00	1.03	2,126.95
138	STRUCTURE EXCAVATION CLASS A INCL. HAUL	1 LS	*****	58,000.00	*****	10,646.00	*****	60,000.00	*****	15,761.93
139	COFFERDAM RAT SLAB	1 LS	*****	40,400.00	*****	11,565.00	*****	20,000.00	*****	3,644.26
140	CONTROLLED DENSITY FILL	60 CY	170.00	10,200.00	138.00	8,280.00	125.00	7,500.00	121.48	7,288.80
141	CRUSHED SURFACING TOP COURSE	236 CY	50.00	11,800.00	44.00	10,384.00	60.00	14,160.00	63.37	14,955.32
142	CRUSHED SURFACING BASE COURSE	380 CY	48.00	18,240.00	39.00	14,820.00	40.00	15,200.00	45.59	17,324.20
143	CSTC FOR SIDEWALK AND DRIVEWAYS	35 CY	65.00	2,275.00	5.00	175.00	35.00	1,225.00	62.04	2,171.40
144	DUST CONTROL	2500 SY	5.00	12,500.00	1.00	2,500.00	0.80	2,000.00	0.87	2,175.00
145	CSTC FOR TANK FOUNDATION	19 CY	43.00	817.00	7.00	133.00	0.01	0.19	61.11	1,161.09
146	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	380 SY	20.00	7,600.00	14.00	5,320.00	40.00	15,200.00	28.41	10,795.80
147	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28 4 INCH THICK	42 SY	90.00	3,780.00	38.00	1,596.00	100.00	4,200.00	78.07	3,278.94
148	SOIL RESIDUAL HERBICIDE	650 SY	0.25	162.50	0.52	338.00	0.50	325.00	2.89	1,878.50
149	PAVEMENT REPAIR EXCAVATION INCL. HAUL	42 SY	40.00	1,680.00	37.00	1,554.00	40.00	1,680.00	20.76	871.92
150	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
151	COMPACTION PRICE ADJUSTMENT	1 EST	760.00	760.00	760.00	760.00	760.00	760.00	760.00	760.00
152	CONCRETE STRUCTURE - CAST-IN-PLACE	1 LS	*****	129,650.00	*****	131,900.00	*****	110,000.00	*****	200,000.00

<i>Project Number:</i> 2015130			<i>Engineer's Estimate</i>		DW Excavating, Inc_		L & L Cargile Inc		Halme Construction Inc	
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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> NON-STREET IMPROVEMENTS (SALES TAX RULE 170)					Sales tax shall NOT be included in unit prices					
153	DETENTION TANK APPURTENANCES	1 LS	*****	16,400.00	*****	22,900.00	*****	22,000.00	*****	110,000.00
154	WATERPROOFING	113 SY	60.00	6,780.00	140.00	15,820.00	50.00	5,650.00	115.45	13,045.85
155	UNDERDRAIN PIPE 6 IN. DIAM.	1150 LF	45.00	51,750.00	21.00	24,150.00	12.20	14,030.00	14.21	16,341.50
156	STORM SEWER PIPE 10 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	175 LF	85.00	14,875.00	40.00	7,000.00	35.00	6,125.00	33.70	5,897.50
157	STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	60 LF	95.00	5,700.00	58.00	3,480.00	40.00	2,400.00	45.59	2,735.40
158	STORM SEWER PIPE 18 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	62 LF	115.00	7,130.00	65.00	4,030.00	80.00	4,960.00	73.24	4,540.88
159	STORM SEWER PIPE 72 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	402 LF	550.00	221,100.00	733.00	294,666.00	870.00	349,740.00	714.18	287,100.36
160	MANHOLE 48, BASIC PRICE	4 EA	4,200.00	16,800.00	3,100.00	12,400.00	4,500.00	18,000.00	3,681.28	14,725.12
161	MANHOLE 60, BASIC PRICE	1 EA	7,000.00	7,000.00	5,500.00	5,500.00	6,000.00	6,000.00	6,511.15	6,511.15
162	MANHOLE TYPE III-120, BASIC PRICE	3 EA	24,000.00	72,000.00	27,800.00	83,400.00	36,200.00	108,600.00	23,599.29	70,797.87
163	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM.	1 VF	180.00	180.00	300.00	300.00	200.00	200.00	140.27	140.27
164	MANHOLE ADDITIONAL HEIGHT 60 IN. DIAM.	1 VF	300.00	300.00	340.00	340.00	300.00	300.00	183.89	183.89
165	MANHOLE ADDITIONAL HEIGHT 120 IN. DIAM.	8 VF	600.00	4,800.00	300.00	2,400.00	1,400.00	11,200.00	938.37	7,506.96
166	DRYWELL TYPE 1	6 EA	6,000.00	36,000.00	4,300.00	25,800.00	3,000.00	18,000.00	2,060.76	12,364.56
167	ABSORPTION TRENCH	110 LF	275.00	30,250.00	213.00	23,430.00	652.00	71,720.00	612.51	67,376.10
168	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	1 EA	350.00	350.00	500.00	500.00	350.00	350.00	165.67	165.67
169	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	2 EA	350.00	700.00	570.00	1,140.00	550.00	1,100.00	413.05	826.10

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<i>Schedule 01</i> NON-STREET IMPROVEMENTS (SALES TAX RULE 170)					Sales tax shall NOT be included in unit prices					
170	CATCH BASIN TYPE 4	7 EA	2,900.00	20,300.00	4,500.00	31,500.00	3,500.00	24,500.00	3,442.31	24,096.17
171	STORMWATER HANDHOLE JUNCTION	2 EA	2,500.00	5,000.00	2,000.00	4,000.00	2,450.00	4,900.00	2,079.10	4,158.20
172	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	2 EA	700.00	1,400.00	825.00	1,650.00	850.00	1,700.00	557.52	1,115.04
173	VALVE BOX AND COVER	1 EA	400.00	400.00	750.00	750.00	425.00	425.00	294.55	294.55
174	CONNECT 15 IN. TO 27 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL OR MANHOLE	1 EA	1,000.00	1,000.00	2,500.00	2,500.00	1,700.00	1,700.00	1,495.17	1,495.17
175	CONNECT 15 TO 27 IN. DIAMETER PIPE TO EXISTING SEWER PIPE	1 EA	1,300.00	1,300.00	1,400.00	1,400.00	1.00	1.00	1,752.48	1,752.48
176	MANHOLE TEST	1 EA	550.00	550.00	800.00	800.00	600.00	600.00	627.76	627.76
177	CLEANING EXISTING DRAINAGE STRUCTURE	5 EA	400.00	2,000.00	210.00	1,050.00	250.00	1,250.00	97.22	486.10
178	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	60 CY	30.00	1,800.00	26.00	1,560.00	48.00	2,880.00	18.74	1,124.40
179	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	60 CY	20.00	1,200.00	40.00	2,400.00	34.00	2,040.00	13.63	817.80
180	TRENCH SAFETY SYSTEM	1 LS	*****	10,000.00	*****	1,300.00	*****	8,000.00	*****	11,480.01
181	RECONNECT SIDE SEWER	1 EA	850.00	850.00	700.00	700.00	2,000.00	2,000.00	1,304.16	1,304.16
182	SIDE SEWER CLEANING AND VIDEO INSPECTION	1 EA	750.00	750.00	700.00	700.00	500.00	500.00	404.07	404.07
183	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	42 LF	75.00	3,150.00	66.00	2,772.00	55.00	2,310.00	40.16	1,686.72
184	CATCH BASIN DUCTILE IRON SEWER PIPE 10 IN. DIAM.	62 LF	90.00	5,580.00	121.00	7,502.00	62.00	3,844.00	53.89	3,341.18
185	OUTLET TRAP	8 EA	250.00	2,000.00	220.00	1,760.00	80.00	640.00	390.05	3,120.40
186	PLUGGING EXISTING PIPE	1 EA	700.00	700.00	387.00	387.00	300.00	300.00	237.09	237.09
187	FORCE MAIN PIPING	1 LS	*****	50,000.00	*****	60,400.00	*****	62,000.00	*****	52,156.50

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<i>Schedule 01</i> NON-STREET IMPROVEMENTS (SALES TAX RULE 170)					Sales tax shall NOT be included in unit prices					
188	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	15,000.00	*****	1.50	*****	3,000.00	*****	5,689.92
189	ENCASE WATER/SEWER AT CROSSINGS	1 EA	2,000.00	2,000.00	1,500.00	1,500.00	900.00	900.00	2,465.95	2,465.95
190	CLEANING EXISTING SANITARY SEWERS	3 EA	500.00	1,500.00	367.00	1,101.00	375.00	1,125.00	1,269.94	3,809.82
191	DI PIPE FOR WATER MAIN 6 IN. DIAM.	60 LF	60.00	3,600.00	93.00	5,580.00	100.00	6,000.00	49.85	2,991.00
192	GATE VALVE 6 IN. DIAM.	1 EA	1,300.00	1,300.00	1,500.00	1,500.00	1,200.00	1,200.00	1,138.91	1,138.91
193	HYDRANT ASSEMBLY	1 EA	5,300.00	5,300.00	5,200.00	5,200.00	4,000.00	4,000.00	3,863.35	3,863.35
194	SIDE SEWER PIPE 4 TO 6 IN. DIAM.	60 LF	50.00	3,000.00	66.00	3,960.00	95.00	5,700.00	40.00	2,400.00
195	SIDE SEWER PERMIT	1 EA	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00
196	SEWER CLEANOUT	7 EA	650.00	4,550.00	230.00	1,610.00	550.00	3,850.00	1,016.73	7,117.11
197	ESC LEAD	1 LS	*****	3,500.00	*****	131.00	*****	250.00	*****	50.00
198	INLET PROTECTION	2 EA	125.00	250.00	86.00	172.00	100.00	200.00	59.89	119.78
199	STABILIZED CONSTRUCTION ENTRANCE	200 SY	18.00	3,600.00	14.00	2,800.00	10.00	2,000.00	24.81	4,962.00
200	STREET CLEANING	60 HR	200.00	12,000.00	184.00	11,040.00	160.00	9,600.00	325.54	19,532.40
201	SILT FENCE	380 LF	6.00	2,280.00	5.00	1,900.00	5.00	1,900.00	3.63	1,379.40
202	TOPSOIL TYPE A, 2 INCH THICK	2690 SY	9.00	24,210.00	5.00	13,450.00	5.00	13,450.00	5.17	13,907.30
203	LANDSCAPING	1 LS	*****	11,800.00	*****	10,000.00	*****	10,500.00	*****	10,906.02
204	HYDROSEEDING	300 SY	8.00	2,400.00	2.10	630.00	2.50	750.00	2.30	690.00
205	SOD INSTALLATION	2690 SY	18.00	48,420.00	10.00	26,900.00	11.00	29,590.00	10.91	29,347.90
206	WEED AND PEST CONTROL	1 FA	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
Schedule 01 NON-STREET IMPROVEMENTS (SALES TAX RULE 170)					Sales tax shall NOT be included in unit prices					
207	CEMENT CONCRETE MOW STRIP	142 LF	25.00	3,550.00	43.00	6,106.00	35.00	4,970.00	31.66	4,495.72
208	TOPSOIL FOR BIO-FILTRATION SWALES, TYPE A, 18 INCH THICK INCL. SE	2250 SY	24.00	54,000.00	25.20	56,700.00	26.50	59,625.00	20.74	46,665.00
209	CONSTRUCT BIO-INFILTRATION SWALE - LINED	2250 SY	75.00	168,750.00	45.48	102,330.00	90.00	202,500.00	82.37	185,332.50
210	IRRIGATION SYSTEM	1 LS	*****	26,520.00	*****	25,300.00	*****	28,000.00	*****	36,325.58
211	4 IN. DUCTILE IRRIGATION SLEEVE	60 LF	50.00	3,000.00	33.60	2,016.00	35.00	2,100.00	36.70	2,202.00
212	CEMENT CONCRETE CURB	50 LF	30.00	1,500.00	60.00	3,000.00	48.00	2,400.00	43.14	2,157.00
213	CEMENT CONCRETE DRIVEWAY	110 SY	90.00	9,900.00	100.00	11,000.00	72.00	7,920.00	82.50	9,075.00
214	CHAIN LINK FENCE TYPE 1 - BLACK	50 LF	20.00	1,000.00	42.00	2,100.00	45.00	2,250.00	45.92	2,296.00
215	CHAIN LINK FENCE TYPE 6 - BLACK	280 LF	18.00	5,040.00	33.75	9,450.00	40.00	11,200.00	36.90	10,332.00
216	END GATE CORNER AND PULL POST FOR CHAIN LINK FENCE	8 EA	32.00	256.00	105.00	840.00	110.00	880.00	114.80	918.40
217	SINGLE 4 FT CHAIN LINK GATE - BLACK	2 EA	550.00	1,100.00	420.00	840.00	440.00	880.00	459.20	918.40
218	DOUBLE 14 FT CHAIN LINK GATE - BLACK	2 EA	1,800.00	3,600.00	1,050.00	2,100.00	1,100.00	2,200.00	1,148.00	2,296.00
219	TEMPORARY CONSTRUCTION FENCE	600 LF	6.00	3,600.00	4.38	2,628.00	5.00	3,000.00	4.78	2,868.00
220	HAND PLACED RIPRAP	10 CY	60.00	600.00	98.00	980.00	70.00	700.00	75.13	751.30
221	STORMWATER PUMPS	1 LS	*****	84,000.00	*****	76,600.00	*****	66,000.00	*****	64,388.54
222	PUMP STARTUP/TESTING	1 LS	*****	10,000.00	*****	3,300.00	*****	2,000.00	*****	5,772.48
223	GENERAL ELECTRICAL	1 LS	*****	76,130.00	*****	45,800.00	*****	52,000.00	*****	43,000.00
224	CONTROL SYSTEM	1 LS	*****	95,030.00	*****	45,700.00	*****	50,138.00	*****	47,000.00
Schedule Totals				2,566,768.00		2,139,999.99		2,181,644.99		2,334,953.64

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<i>Schedule 01</i> NON-STREET IMPROVEMENTS (SALES TAX RULE 170)					Sales tax shall NOT be included in unit prices					
101	RECORD DRAWINGS	1 LS	*****	3,000.00	*****	3,000.00	*****	3,000.00	*****	0.00
102	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
103	SPCC PLAN	1 LS	*****	2,000.00	*****	3,500.00	*****	1,400.00	*****	0.00
104	ARCHAEOLOGICAL INADVERTENT DISCOVERY	1 EST	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	0.00	0.00
105	POTHOLING	25 EA	500.00	12,500.00	225.00	5,625.00	600.00	15,000.00	0.00	0.00
106	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	3,000.00	*****	10,000.00	*****	800.00	*****	0.00
107	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	900.00	900.00	2,500.00	2,500.00	500.00	500.00	0.00	0.00
108	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,500.00	*****	2,500.00	*****	375.00	*****	0.00
109	TYPE B PROGRESS SCHEDULE	1 LS	*****	1,000.00	*****	5,000.00	*****	475.00	*****	0.00
110	MOBILIZATION	1 LS	*****	180,000.00	*****	165,000.00	*****	204,500.00	*****	0.00
111	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	5,000.00	*****	22,000.00	*****	7,500.00	*****	0.00
112	CLEARING AND GRUBBING	1 LS	*****	15,000.00	*****	15,000.00	*****	25,000.00	*****	0.00
113	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	4,000.00	*****	5,000.00	*****	600.00	*****	0.00
114	AIR OR HYDRO EVACUATION	2 EA	700.00	1,400.00	700.00	1,400.00	850.00	1,700.00	0.00	0.00
115	TREE PROTECTION ZONE	2 EA	350.00	700.00	300.00	600.00	1,350.00	2,700.00	0.00	0.00
116	REMOVE TREE, CLASS I	5 EA	400.00	2,000.00	400.00	2,000.00	440.00	2,200.00	0.00	0.00
117	REMOVE TREE, CLASS II	1 EA	1,200.00	1,200.00	900.00	900.00	1,000.00	1,000.00	0.00	0.00
118	TREE PRUNING	2 EA	350.00	700.00	250.00	500.00	250.00	500.00	0.00	0.00
119	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	12,000.00	*****	12,000.00	*****	7,150.00	*****	0.00

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120	REMOVE AND RESET EXISTING BLOCK WALL	140 LF	60.00	8,400.00	60.00	8,400.00	232.14	32,499.60	0.00	0.00
121	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	2 EA	700.00	1,400.00	500.00	1,000.00	300.00	600.00	0.00	0.00
122	REMOVE EXISTING < 12 IN. DIAM PIPE	40 LF	9.00	360.00	20.00	800.00	15.00	600.00	0.00	0.00
123	REMOVE EXISTING 12 IN. TO <30 IN. DIAM PIPE	200 LF	15.00	3,000.00	8.00	1,600.00	15.00	3,000.00	0.00	0.00
124	SAWCUTTING FLEXIBLE PAVEMENT	110 LFI	0.75	82.50	8.00	880.00	3.00	330.00	0.00	0.00
125	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1 EA	350.00	350.00	650.00	650.00	380.00	380.00	0.00	0.00
126	ROADWAY EXCAVATION INCL. HAUL	198 CY	28.00	5,544.00	21.00	4,158.00	37.00	7,326.00	0.00	0.00
127	ROADWAY EXCAVATION INCL. HAUL - SWALE	3257 CY	30.00	97,710.00	21.00	68,397.00	35.00	113,995.00	0.00	0.00
128	ROADWAY EXCAVATION INCL. HAUL - PATH	226 CY	28.00	6,328.00	21.00	4,746.00	37.00	8,362.00	0.00	0.00
129	REMOVE UNSUITABLE FOUNDATION MATERIAL	759 CY	32.00	24,288.00	15.00	11,385.00	66.00	50,094.00	0.00	0.00
130	REPLACE UNSUITABLE FOUNDATION MATERIAL	759 CY	25.00	18,975.00	28.00	21,252.00	75.00	56,925.00	0.00	0.00
131	MATERIAL HAUL TO GRAHAM ROAD LANDFILL	600 TO	15.00	9,000.00	180.00	108,000.00	9.00	5,400.00	0.00	0.00
132	GRADING AND SHAPING	1 LS	*****	8,900.00	*****	45,000.00	*****	56,000.00	*****	0.00
133	SPECIAL / INDUSTRIAL WASTE	6740 TO	40.00	269,600.00	100.00	674,000.00	22.00	148,280.00	0.00	0.00
134	HAZARDOUS MATERIAL	50 TO	400.00	20,000.00	400.00	20,000.00	221.00	11,050.00	0.00	0.00
135	DISPOSAL OF INERT FILL & DEBRIS INC. HAUL	15430 CY	15.00	231,450.00	18.00	277,740.00	21.00	324,030.00	0.00	0.00
136	HEALTH AND SAFETY PLAN	1 LS	*****	5,000.00	*****	15,000.00	*****	40,340.00	*****	0.00
137	PREPARATION OF UNTREATED ROADWAY	2065 SY	3.00	6,195.00	2.25	4,646.25	2.50	5,162.50	0.00	0.00
138	STRUCTURE EXCAVATION CLASS A INCL. HAUL	1 LS	*****	58,000.00	*****	12,000.00	*****	225,000.00	*****	0.00

<i>Project Number:</i> 2015130			<i>Engineer's Estimate</i>		LaRiviere Inc		Clearwater Construction & Management			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> NON-STREET IMPROVEMENTS (SALES TAX RULE 170)					Sales tax shall NOT be included in unit prices					
139	COFFERDAM RAT SLAB	1 LS	*****	40,400.00	*****	4,500.00	*****	17,700.00	*****	0.00
140	CONTROLLED DENSITY FILL	60 CY	170.00	10,200.00	150.00	9,000.00	240.00	14,400.00	0.00	0.00
141	CRUSHED SURFACING TOP COURSE	236 CY	50.00	11,800.00	35.00	8,260.00	60.00	14,160.00	0.00	0.00
142	CRUSHED SURFACING BASE COURSE	380 CY	48.00	18,240.00	35.00	13,300.00	60.00	22,800.00	0.00	0.00
143	CSTC FOR SIDEWALK AND DRIVEWAYS	35 CY	65.00	2,275.00	100.00	3,500.00	170.00	5,950.00	0.00	0.00
144	DUST CONTROL	2500 SY	5.00	12,500.00	6.00	15,000.00	4.00	10,000.00	0.00	0.00
145	CSTC FOR TANK FOUNDATION	19 CY	43.00	817.00	100.00	1,900.00	200.00	3,800.00	0.00	0.00
146	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	380 SY	20.00	7,600.00	28.00	10,640.00	16.58	6,300.40	0.00	0.00
147	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28 4 INCH THICK	42 SY	90.00	3,780.00	75.00	3,150.00	45.24	1,900.08	0.00	0.00
148	SOIL RESIDUAL HERBICIDE	650 SY	0.25	162.50	1.25	812.50	1.23	799.50	0.00	0.00
149	PAVEMENT REPAIR EXCAVATION INCL. HAUL	42 SY	40.00	1,680.00	30.00	1,260.00	70.00	2,940.00	0.00	0.00
150	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	0.00	0.00
151	COMPACTION PRICE ADJUSTMENT	1 EST	760.00	760.00	760.00	760.00	760.00	760.00	0.00	0.00
152	CONCRETE STRUCTURE - CAST-IN-PLACE	1 LS	*****	129,650.00	*****	95,000.00	*****	182,700.00	*****	0.00
153	DETENTION TANK APPURTENANCES	1 LS	*****	16,400.00	*****	8,500.00	*****	29,000.00	*****	0.00
154	WATERPROOFING	113 SY	60.00	6,780.00	50.00	5,650.00	138.00	15,594.00	0.00	0.00
155	UNDERDRAIN PIPE 6 IN. DIAM.	1150 LF	45.00	51,750.00	35.00	40,250.00	40.00	46,000.00	0.00	0.00
156	STORM SEWER PIPE 10 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	175 LF	85.00	14,875.00	55.00	9,625.00	48.00	8,400.00	0.00	0.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> NON-STREET IMPROVEMENTS (SALES TAX RULE 170)					Sales tax shall NOT be included in unit prices					
157	STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	60 LF	95.00	5,700.00	71.00	4,260.00	50.00	3,000.00	0.00	0.00
158	STORM SEWER PIPE 18 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	62 LF	115.00	7,130.00	85.00	5,270.00	53.00	3,286.00	0.00	0.00
159	STORM SEWER PIPE 72 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	402 LF	550.00	221,100.00	425.00	170,850.00	900.00	361,800.00	0.00	0.00
160	MANHOLE 48, BASIC PRICE	4 EA	4,200.00	16,800.00	2,600.00	10,400.00	5,325.00	21,300.00	0.00	0.00
161	MANHOLE 60, BASIC PRICE	1 EA	7,000.00	7,000.00	15,000.00	15,000.00	9,150.00	9,150.00	0.00	0.00
162	MANHOLE TYPE III-120, BASIC PRICE	3 EA	24,000.00	72,000.00	21,000.00	63,000.00	29,760.00	89,280.00	0.00	0.00
163	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM.	1 VF	180.00	180.00	100.00	100.00	76.00	76.00	0.00	0.00
164	MANHOLE ADDITIONAL HEIGHT 60 IN. DIAM.	1 VF	300.00	300.00	200.00	200.00	125.00	125.00	0.00	0.00
165	MANHOLE ADDITIONAL HEIGHT 120 IN. DIAM.	8 VF	600.00	4,800.00	300.00	2,400.00	912.00	7,296.00	0.00	0.00
166	DRYWELL TYPE 1	6 EA	6,000.00	36,000.00	2,800.00	16,800.00	10,000.00	60,000.00	0.00	0.00
167	ABSORPTION TRENCH	110 LF	275.00	30,250.00	65.00	7,150.00	75.45	8,299.50	0.00	0.00
168	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	1 EA	350.00	350.00	325.00	325.00	340.00	340.00	0.00	0.00
169	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	2 EA	350.00	700.00	700.00	1,400.00	340.00	680.00	0.00	0.00
170	CATCH BASIN TYPE 4	7 EA	2,900.00	20,300.00	2,800.00	19,600.00	4,340.00	30,380.00	0.00	0.00
171	STORMWATER HANDHOLE JUNCTION	2 EA	2,500.00	5,000.00	8,500.00	17,000.00	1,500.00	3,000.00	0.00	0.00
172	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	2 EA	700.00	1,400.00	700.00	1,400.00	625.00	1,250.00	0.00	0.00
173	VALVE BOX AND COVER	1 EA	400.00	400.00	300.00	300.00	500.00	500.00	0.00	0.00

<i>Project Number:</i> 2015130			<i>Engineer's Estimate</i>		LaRiviere Inc		Clearwater Construction & Management			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> NON-STREET IMPROVEMENTS (SALES TAX RULE 170)					Sales tax shall NOT be included in unit prices					
174	CONNECT 15 IN. TO 27 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL OR MANHOLE	1 EA	1,000.00	1,000.00	1,200.00	1,200.00	1,800.00	1,800.00	0.00	0.00
175	CONNECT 15 TO 27 IN. DIAMETER PIPE TO EXISTING SEWER PIPE	1 EA	1,300.00	1,300.00	1,500.00	1,500.00	1,800.00	1,800.00	0.00	0.00
176	MANHOLE TEST	1 EA	550.00	550.00	1,000.00	1,000.00	1,900.00	1,900.00	0.00	0.00
177	CLEANING EXISTING DRAINAGE STRUCTURE	5 EA	400.00	2,000.00	350.00	1,750.00	760.00	3,800.00	0.00	0.00
178	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	60 CY	30.00	1,800.00	18.00	1,080.00	66.67	4,000.20	0.00	0.00
179	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	60 CY	20.00	1,200.00	30.00	1,800.00	75.00	4,500.00	0.00	0.00
180	TRENCH SAFETY SYSTEM	1 LS	*****	10,000.00	*****	4,500.00	*****	3,800.00	*****	0.00
181	RECONNECT SIDE SEWER	1 EA	850.00	850.00	3,000.00	3,000.00	1,500.00	1,500.00	0.00	0.00
182	SIDE SEWER CLEANING AND VIDEO INSPECTION	1 EA	750.00	750.00	500.00	500.00	2,375.00	2,375.00	0.00	0.00
183	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	42 LF	75.00	3,150.00	45.00	1,890.00	50.00	2,100.00	0.00	0.00
184	CATCH BASIN DUCTILE IRON SEWER PIPE 10 IN. DIAM.	62 LF	90.00	5,580.00	55.00	3,410.00	55.00	3,410.00	0.00	0.00
185	OUTLET TRAP	8 EA	250.00	2,000.00	300.00	2,400.00	450.00	3,600.00	0.00	0.00
186	PLUGGING EXISTING PIPE	1 EA	700.00	700.00	500.00	500.00	1,600.00	1,600.00	0.00	0.00
187	FORCE MAIN PIPING	1 LS	*****	50,000.00	*****	54,000.00	*****	63,900.00	*****	0.00
188	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	15,000.00	*****	3,500.00	*****	7,900.00	*****	0.00
189	ENCASE WATER/SEWER AT CROSSINGS	1 EA	2,000.00	2,000.00	2,000.00	2,000.00	4,000.00	4,000.00	0.00	0.00
190	CLEANING EXISTING SANITARY SEWERS	3 EA	500.00	1,500.00	650.00	1,950.00	1,566.67	4,700.01	0.00	0.00
191	DI PIPE FOR WATER MAIN 6 IN. DIAM.	60 LF	60.00	3,600.00	42.00	2,520.00	85.00	5,100.00	0.00	0.00

<i>Project Number:</i> 2015130			<i>Engineer's Estimate</i>		LaRiviere Inc		Clearwater Construction & Management			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> NON-STREET IMPROVEMENTS (SALES TAX RULE 170)					Sales tax shall NOT be included in unit prices					
192	GATE VALVE 6 IN. DIAM.	1 EA	1,300.00	1,300.00	1,200.00	1,200.00	2,500.00	2,500.00	0.00	0.00
193	HYDRANT ASSEMBLY	1 EA	5,300.00	5,300.00	5,000.00	5,000.00	6,300.00	6,300.00	0.00	0.00
194	SIDE SEWER PIPE 4 TO 6 IN. DIAM.	60 LF	50.00	3,000.00	52.00	3,120.00	36.00	2,160.00	0.00	0.00
195	SIDE SEWER PERMIT	1 EA	40.00	40.00	40.00	40.00	40.00	40.00	0.00	0.00
196	SEWER CLEANOUT	7 EA	650.00	4,550.00	850.00	5,950.00	370.00	2,590.00	0.00	0.00
197	ESC LEAD	1 LS	*****	3,500.00	*****	2,500.00	*****	1,300.00	*****	0.00
198	INLET PROTECTION	2 EA	125.00	250.00	150.00	300.00	480.00	960.00	0.00	0.00
199	STABILIZED CONSTRUCTION ENTRANCE	200 SY	18.00	3,600.00	21.00	4,200.00	58.00	11,600.00	0.00	0.00
200	STREET CLEANING	60 HR	200.00	12,000.00	175.00	10,500.00	315.00	18,900.00	0.00	0.00
201	SILT FENCE	380 LF	6.00	2,280.00	4.00	1,520.00	8.00	3,040.00	0.00	0.00
202	TOPSOIL TYPE A, 2 INCH THICK	2690 SY	9.00	24,210.00	11.00	29,590.00	5.69	15,306.10	0.00	0.00
203	LANDSCAPING	1 LS	*****	11,800.00	*****	25,000.00	*****	12,000.00	*****	0.00
204	HYDROSEEDING	300 SY	8.00	2,400.00	3.00	900.00	2.53	759.00	0.00	0.00
205	SOD INSTALLATION	2690 SY	18.00	48,420.00	11.00	29,590.00	12.00	32,280.00	0.00	0.00
206	WEED AND PEST CONTROL	1 FA	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	0.00	0.00
207	CEMENT CONCRETE MOW STRIP	142 LF	25.00	3,550.00	35.00	4,970.00	38.00	5,396.00	0.00	0.00
208	TOPSOIL FOR BIO-FILTRATION SWALES, TYPE A, 18 INCH THICK INCL. SE	2250 SY	24.00	54,000.00	22.00	49,500.00	30.00	67,500.00	0.00	0.00
209	CONSTRUCT BIO-FILTRATION SWALE - LINED	2250 SY	75.00	168,750.00	70.00	157,500.00	150.00	337,500.00	0.00	0.00
210	IRRIGATION SYSTEM	1 LS	*****	26,520.00	*****	25,000.00	*****	30,400.00	*****	0.00

<i>Project Number:</i> 2015130			<i>Engineer's Estimate</i>		LaRiviere Inc		Clearwater Construction & Management			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> NON-STREET IMPROVEMENTS (SALES TAX RULE 170)					Sales tax shall NOT be included in unit prices					
211	4 IN. DUCTILE IRRIGATION SLEEVE	60 LF	50.00	3,000.00	45.00	2,700.00	40.00	2,400.00	0.00	0.00
212	CEMENT CONCRETE CURB	50 LF	30.00	1,500.00	85.00	4,250.00	63.00	3,150.00	0.00	0.00
213	CEMENT CONCRETE DRIVEWAY	110 SY	90.00	9,900.00	95.00	10,450.00	107.00	11,770.00	0.00	0.00
214	CHAIN LINK FENCE TYPE 1 - BLACK	50 LF	20.00	1,000.00	40.00	2,000.00	50.00	2,500.00	0.00	0.00
215	CHAIN LINK FENCE TYPE 6 - BLACK	280 LF	18.00	5,040.00	35.00	9,800.00	40.00	11,200.00	0.00	0.00
216	END GATE CORNER AND PULL POST FOR CHAIN LINK FENCE	8 EA	32.00	256.00	125.00	1,000.00	125.00	1,000.00	0.00	0.00
217	SINGLE 4 FT CHAIN LINK GATE - BLACK	2 EA	550.00	1,100.00	500.00	1,000.00	500.00	1,000.00	0.00	0.00
218	DOUBLE 14 FT CHAIN LINK GATE - BLACK	2 EA	1,800.00	3,600.00	1,200.00	2,400.00	1,250.00	2,500.00	0.00	0.00
219	TEMPORARY CONSTRUCTION FENCE	600 LF	6.00	3,600.00	1.50	900.00	7.00	4,200.00	0.00	0.00
220	HAND PLACED RIPRAP	10 CY	60.00	600.00	100.00	1,000.00	140.00	1,400.00	0.00	0.00
221	STORMWATER PUMPS	1 LS	*****	84,000.00	*****	45,000.00	*****	70,000.00	*****	0.00
222	PUMP STARTUP/TESTING	1 LS	*****	10,000.00	*****	3,500.00	*****	3,200.00	*****	0.00
223	GENERAL ELECTRICAL	1 LS	*****	76,130.00	*****	65,000.00	*****	37,000.00	*****	0.00
224	CONTROL SYSTEM	1 LS	*****	95,030.00	*****	50,000.00	*****	53,000.00	*****	0.00
<i>Schedule Totals</i>				2,566,768.00		2,760,621.75		3,237,376.89		0.00

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	2,566,768.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,566,768.00
DW Excavating, Inc.	2,139,999.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,139,999.99
L & L Cargile Inc	2,181,644.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,181,644.99
Halme Construction Inc	2,334,953.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,334,953.64
LaRiviere Inc	2,760,621.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,760,621.75
Clearwater Constructio	3,237,376.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,237,376.89

Low Bid Contractor: DW Excavating, Inc.

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$2,328,319.99	\$2,792,643.59	16.63	% Under Estimate
Bid Totals	\$2,328,319.99	\$2,792,643.59	16.63	% Under Estimate

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

06/17/2019

Date Rec'd

5/29/2019

Clerk's File #

OPR 2019-0423

Renews #**Submitting Dept**NEIGHBORHOOD & BUSINESS
SERVICES**Cross Ref #****Contact Name/Phone**

CARLY CORTRIGHT 6263

Project #**Contact E-Mail**

CCORTRIGHT@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0450- MOU WITH HOOPFEST FOR PUBLIC SERVICES

Agenda Wording

The MOU is for 2019-2021 years. Total costs to City for 2019 \$192,000 (\$116,000 SPD, \$47,000 SFD, \$29,000 Public Works). Cost recovery of 35%/\$67,000.

Summary (Background)

Per SMC 10.39, the City of Spokane shall charge special events for costs associated with public safety/traffic control response provided by the City unless waived by Mayor or City Council. The City will accept 65% of the total costs costs for Hoopfest in recognition of the \$46 million economic impact the event brings to Spokane.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Revenue \$ 67,000.00

Various SPD, Fire, & Public Works

Select \$

#

Select \$

#

Select \$

#

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

CORTRIGHT, CARLY

Study Session

PSCHC 6/3/19

Division Director

CORTRIGHT, CARLY

Other**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

ccortright@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

dnorman@spokanecity.org

Additional Approvals

kschmitt@spokanecity.org

Purchasing

matts@hoopfest.net

kbustos@spokanecity.org

jlargent@spokanecity.org



City of Spokane
MEMORANDUM OF UNDERSTANDING
RE: HOOPFEST ASSOCIATION

THIS MEMORANDUM OF UNDERSTANDING (MOU) is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and the SPOKANE HOOPFEST ASSOCIATION, a non-profit corporation, whose address is 421 W. Riverside Ave, Suite 115, Spokane, Washington 99210, as ("Association"). Hereafter individually referenced as a "Party", and together as the "Parties".

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the Parties mutually agree as follows:

1. **HISTORY.** The Association and the City of Spokane have enjoyed a long relationship of collaboration in support of fitness, health and sportsmanship in the Spokane region. Beginning in 2002, the City found that it could not financially support a full array of community events without some recovery of costs expended on behalf of those events. In early 2003, the Office of the City Administrator under the authority of the Office of the Mayor and chapter 10.39 of the Spokane Municipal Code, formulated an unwritten policy of cost recovery for certain special events, like Hoopfest, that credit an amount of expended funds for public safety services in recognition that Hoopfest creates a significant annual economic impact to the community.
2. **CURRENT STATUS.** This MOU is for the 2019-2021 Hoopfest. Figures for years beyond the period of this MOU may be higher depending on the then wages granted to employees of the City.
3. **SCOPE OF AGREEMENT.**
 - A. The City shall continue to provide all services that have been a part of the City's participation with Hoopfest. The City will identify a single point of contact between the City and the Association. This point of contact will be responsible for coordinating review and response of the Special Events Permit Application. It is desirable to convene monthly meetings of Hoopfest officials and City division / department employees to identify those tasks and come to agreement as to what tasks will be performed and to ensure that no tasks are overlooked. The City shall provide coordination services of the special events offices of both the

Spokane Fire Department and Spokane Police Department at no cost to the promoter.

- B. Unless extraordinary circumstances arise, cost recovery will be limited to personnel costs and will not include equipment or supply purchases without prior notice to the Association.
- C. The City will provide an invoice for public safety personnel costs to the Association within sixty (60) days of the date of the event listing full cost recovery of expended dollars. The City agrees to invoice personnel costs at the rate detailed in Section 4.B. in consideration of Hoopfest's annual economic impact to the Spokane region.
- D. The Association shall notify the City of any expected changes in the course or changes to the operation of the event that might impact the expected costs to the City or that might impact the comfort, convenience or access of the citizens of Spokane.
- E. The scope of services to be provided by the Spokane Police Department (SPD) and Spokane Fire Department (SFD) will be presented and mutually agreed no later than May 31 of each year. It is anticipated this scope of services will remain consistent during the entirety of the Term of this MOU, and is reflected in the anticipated costs delineated in Section 4.B. below.
- F. As needed, the City designated point of contact will work with the Association to identify cost reduction strategies that may reduce the resulting invoice amounts.

4. COSTS.

- A. The City will provide an invoice for public safety personnel costs to the Association within sixty (60) days of the date of the event; listing full cost recovery of expended dollars. The City agrees to accept sixty five percent (65%) of the total costs in consideration of Hoopfest's annual economic impact of \$46 million or more to the Spokane region. Additionally, the invoice amount will be no more than sixty-seven thousand (\$67,000) of projected costs, with maximum billing amounts not to exceed those shown in 4.B.
- B. The City's projected costs for 2019 (the initial year of this MOU) are:

Year	Department	Expected Costs	Hoopfest Max
2019	SPD	\$116,000.00	\$40,500.00
	SFD	\$47,000.00	\$16,500.00
	Public Works	\$29,000.00	\$10,000.00

Dated: _____

CITY OF SPOKANE

By: _____
Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Approved:

Approved:

Craig Meidl - Chief of Police (SPD)

Brian Schaeffer - Fire Chief (SFD)

Dated: _____

SPOKANE HOOPFEST ASSOCIATION

By: _____
Title: _____

19-606

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

06/17/2019

Date Rec'd

5/23/2019

Clerk's File #

OPR 2019-0424

Renews #**Submitting Dept**

INNOVATION & TECHNOLOGY

Contact Name/Phone

MICHAEL 625-6468

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

5300 INTELLECTYX PROF SVC FOR MDM

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

RFP 4504-18

Requisition #

CR 20581

Agenda Wording

Contract with Intellectyx for professional services for implementation, integration, training, conversion, project management and related services for Master Data Management.

Summary (Background)

The Innovation and Technology Services Department issued RFP 4504-18 for a Master Data Management solution that makes key data available to internal stakeholders and identifies the requirements to protect the data and make it more accessible to internal and external (open data) consumers. This provides a sustainable data layer that is integrated across key City systems and breaks down silos and barriers to using data across these systems.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ \$303,936.00 inc tax

5310-73100-94000-56403

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

SLOON, MICHAEL

Division Director

FINCH, ERIC

Finance

BUSTOS, KIM

Legal

DALTON, PAT

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session**

Public Safety 6/3/19

Other**Distribution List**

Accounting - ywang@spokanecity.org

Contract Accounting - aduffey@spokanecity.org

Additional Approvals**Purchasing**

PRINCE, THEA

Legal - modle@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Intellectyx - Raj Joseph raj@intellectyx.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This is a 1yr contract with 2 1yr renewal options. June 1, 2019 - May 31, 2020. Contract total is \$303,936.00 including tax.

Summary (Background)

It is a way to leverage information and data we already have to facilitate broader use, system migration, performance management, and key initiatives that require data from multiple different sources at the local, State, and Federal level. It additionally allows the City to move towards a real-time reporting and dashboard environment. The end state of this implementation is to have the top 12 systems data in an accessible data platform with key relationships (citizen and location) pre-built so internal and future external users can access the data in real time for analysis, reporting, or other uses.

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

City Clerk's No. _____



City of Spokane

CONTRACT

Title: **MASTER DATA MANAGEMENT SYSTEM**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **INTELLECTYX, INC.**, whose address is 600 17th Street, 2800 South, Denver, Colorado, 80202, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the Company was selected through RFP No. 4504-18;

The parties agree as follows:

1. **PERFORMANCE.** The Company shall provide **professional services for implementation, integration, training, conversion, project management and related services for Master Data Management**, in accordance with the Master Service Agreement (Exhibit B) and Scope of Work (Exhibit C) dated June 15, 2019. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERM.** The Contract shall begin June 15, 2019 and run through June 14, 2020, unless terminated sooner. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed two one year renewals.
3. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed **THREE HUNDRED AND THREE THOUSAND NINE HUNDRED THIRTY SIX AND NO/100 DOLLARS (\$303,936.00)**, including tax for everything furnished and done under this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

8. 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 Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

9. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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 the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the

concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

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

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. 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 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 Company 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 Company.

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 Company 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 Company 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.

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

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

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

INTELLECTYX, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment
Exhibit B – Intellectyx, Inc.'s MSA
Exhibit C – Statement of Work #001

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

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

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B
MASTER CONSULTING SERVICES AGREEMENT

This Master Consulting Services Agreement (“**Agreement**”) is made as of the June 15, 2019 (“**Effective Date**”) between City of Spokane with its principal place of business at 808 W. Spokane Falls Blvd. Spokane WA 99201 on behalf of itself and its affiliates (“**Client**”), and Intellectyx Inc., a Colorado corporation with its principal place of business at 600 17th Street 2800 South, Denver, CO 80202 USA (“**Company**”).

BACKGROUND

WHEREAS, Company maintains a staff of consultants who provide professional, support, managed delivery services; and

WHEREAS, Client desires to utilize the consulting services of Company.

Accordingly, the parties agree as follows:

1. Term. The term (“**Term**”) of this Agreement commences on the Effective Date and continues until terminated as set forth in Section 7 below.
2. Scope of Services. Company shall provide consulting services (“**Services**”) through one or more consultants (“**Consultant(s)**”) to assist Client during the Term of this Agreement with each distinct project(s) described in a statement of work order #001 (“**Work Order**”) to this Agreement, each of which is incorporated herein by this reference. The suggested form of the Work Order is attached hereto as Exhibit C to this Agreement. No obligations for Services or costs may be incurred by either party except in accordance with a Work Order signed by both parties. In the event of any conflict between the terms in this Agreement and the Work Order with regard to such terms and conditions, the terms of the Work Order will control and resolve the conflict.
3. Equipment. If ever necessary for the performance of Services, Client agrees to allow Company and Consultant(s) full and free access to equipment (“**Equipment**”) as needed for the performance of Services, and Client shall provide a safe place in which to perform Services on-site. If any Equipment is provided to Consultant(s) by Client in connection with the performance of the Services, whether on-site or off-site, such Equipment at all times remains the property of Client, and upon the expiration or termination of any Work Order or this Agreement, Company or Consultant shall promptly return such equipment to Client. If such Equipment has not been returned to Client within thirty (30) days after the expiration or termination of a Work Order or the Agreement, Company shall reimburse Client for the replacement cost of the Equipment.
4. Progress Reports. Client may request reports from Company and/or Consultants about the progress of the Services, and Company shall participate in progress meetings as reasonably requested by Client.

5. Inventions/Property Rights.

- a) Any inventions, improvements, concepts, or ideas made or conceived by Consultants or Company in connection with and during the performance of Services hereunder and related to the business of Client, including, but not limited to, any writings, reports, compilations, software programs or code, shall be the sole and exclusive property of Client. As part of the Services to be performed hereunder, Consultants shall keep written notebook records of their work, properly witnessed for use as invention records, and submit such records to Client upon Client's reasonable request or upon the termination of Company or Consultant's Services or this Agreement. Consultants shall not reproduce any portion of such notebook records without the prior written consent of Client. Company and Consultants shall promptly and fully report all such inventions to Client.
- b) Any work performed by Company or Consultants under this Agreement is a "**Work Made for Hire**" as that phrase is defined by the U.S. copyright laws and is by and for the express benefit of Client. In the event it should be established that such work does not qualify as a Work Made for Hire, Company hereby assigns to Client all of its right, title, and interest in such work product including, but not limited to, all copyrights, patents, trademarks, and other proprietary rights.
- c) Both during the Term of this Agreement and thereafter, Company and Consultants shall fully cooperate with Client in the protection and enforcement of any intellectual property rights arising from Work Made for Hire under the terms of this Agreement. This may include executing, acknowledging, and delivering to Client all documents or papers that may be necessary to enable Client to publish or protect such intellectual property rights.
- d) Notwithstanding the other provisions in this Section 5, Company shall be free to use and employ Company's general skills, know-how and expertise, and to use, disclose and employ any generalized ideas, concepts, know-how, methods, tools, processes, techniques or skills gained or learned during the course of any Services performed under this Agreement.
- e) Client acknowledges that Company retains all intellectual property rights in and to all proprietary documents, data, processes and programs, if any, provided in connection with Services performed under this Agreement.

6. Confidentiality/Public Records.

- a) Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records, at the Company's own expense. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.
- b) Receiving Party is not permitted to make any copies of Confidential Information except as may be necessary to perform its obligations under this Agreement.

- c) Nothing contained in this Agreement may be construed as granting any rights, by License or otherwise, in or to any Confidential Information disclosed pursuant to this Agreement or any such intellectual property rights therein.
 - d) Subject to the Washington State Public Records Act, Receiving Party acknowledges that the unauthorized disclosure, use or disposition of Such Confidential Information could cause irreparable harm and significant injury which may be difficult to ascertain. Accordingly, Disclosing Party has the right to seek an immediate injunction in the event of any breach of this Section 6, in addition to any other remedies that may be available to Disclosing Party at law or in equity.
 - e) Subject to the Washington State Public Records Act, upon the written request of Disclosing Party at any time, Receiving Party shall, at Disclosing Party's option, either destroy or return to Disclosing Party all tapes, diskettes or other media upon which the Disclosing Party's Confidential Information is stored, and any and all copies thereof. If Disclosing Party requests the destruction of any of its Confidential Information, Receiving Party shall certify in a writing to be delivered to Disclosing Party within thirty (30) business days following such destruction that such destruction has been completed.
7. Termination. This Agreement may be terminated at any time without cause by either party upon thirty (30) days written notice to the other party and may be terminated immediately for cause or upon completion of the Services specified in any outstanding Work Orders. In the event of expiration or termination of this Agreement, the provisions of this Agreement which by their nature have continuing effect will survive and continue in effect and will inure to the benefit of and be binding upon the parties, their legal representatives, successors, heirs and assigns.
8. Fees. In consideration of the Services rendered by Consultants to Client hereunder, Client shall pay fees to Company in accordance with the rates set forth in the applicable Work Order(s). Fees are valid for the agreed upon term of each Work Order and thereafter shall be subject to change by Company upon thirty (60) day written notice to Client. Any fee estimates provided for work to be billed on an hourly or daily basis are for informational purposes only. In the event of a good faith dispute as to the calculation or amount owed as stated in Company's invoice, Client shall give written notice to Company stating the details of such dispute and shall promptly pay any undisputed amount, and such dispute shall be resolved in accordance with Section 18. Company's acceptance of partial payment from Client does not constitute a waiver of payment in full of the disputed amount. Unless otherwise noted in the applicable Work Order, Company shall be responsible for any and all expenses incurred by Consultants in connection with performance of the Services hereunder.
9. Invoicing / Taxes.
- a) Company shall invoice Client for its Services per the arrangements specified in the applicable Work Order(s). Each invoice is due and payable within fifteen (45) days of Client's receipt of such invoice. Client agrees and understands that all payments shall be made in U.S. dollars. Company may bill in advance for any recurring service. Any late payments (beyond the 15th of any month) shall be subject to a service charge equal to 1.5% per month of the amount due. Company reserves the right to suspend Services if Client fails to pay any invoice within sixty (60) days of Client's receipt thereof.
 - b) Company shall be liable for all taxes (including, but not limited to, income, withholding, gross receipts, turnover, value added, sales and services taxes, and any penalties, fines or interest with

respect thereto) imposed on Company with respect to amounts to be paid by Company to any Consultant. Client shall be liable for all taxes (including, but not limited to, income, withholding, gross receipts, turnover, value added, sales and services taxes, and any penalties, fines or interest with respect thereto) imposed on Client arising from the Services, including, but not limited to, amounts to be paid by Client to Company under this Agreement.

10. Insurance. Company shall maintain commercial general liability coverage related to the performance of Services. Upon request, Company shall provide Client with a certificate of insurance evidencing the coverage.
11. Company Warranties. With respect to the Services, the Company represents and warrants to Client that:
 - a) Company is a duly formed corporation in good standing under the laws of the State of Colorado and that it is qualified to transact business in all locations where the ownership of its properties or the nature of its operations requires such qualification;
 - b) Company has full power and authority to enter into and perform the Agreement, that the execution and delivery of the Agreement have been duly authorized, and that the Agreement does not breach any other agreement or covenant to which Company is a party or is bound; and
 - c) Company shall perform the Services according to the terms and conditions of this Agreement and in accordance with generally applicable industry standards. Company's sole liability (and Client's exclusive remedy) for any breach of this warranty shall be for Company to re-perform any deficient Services of which Company is notified during the Term. Company shall have no obligation with respect to such warranty claim if (i) the claim is the result of Client or some other party, or (ii) the basis for the claim is otherwise attributable to factors outside the reasonable control of Company.

THIS SECTION 11 IS A LIMITED WARRANTY AND SETS FORTH THE ONLY WARRANTIES MADE BY COMPANY. COMPANY MAKES NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OR ANY WARRANTIES REGARDING THE PERFORMANCE OF THE SERVICES BY COMPANY OR CONSULTANTS.

12. Client Warranties. Client represents and warrants to Company that:
 - a) Client has full power and authority to enter into and perform the Agreement, that the execution and delivery of the Agreement have been duly authorized, and that the Agreement does not breach any other agreement or covenant to which Client is a party or is bound;
 - b) Client is aware of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and its compliance obligations thereunder, and Client acknowledges that Company has made no representation or warranty as to HIPAA compliance. Client accepts full responsibility for instructing Company or consulting a HIPAA expert to ensure that all HIPAA compliance obligations are fulfilled under this Agreement; and Client is financially capable of paying the fees for each Work Order as set forth in Section 8.
13. Non-Solicitation. Commencing on the execution of this Agreement, and continuing for a period of five (5) year after this Agreement is terminated by either party, Client will not, directly or indirectly, alone or in concert with others, induce or attempt to induce any person who at the time of such

inducement is a Consultant or an employee of the Company or its subsidiaries to perform work or services for any other person or entity other than the Company.

14. Indemnification. To the fullest extent permitted by law, each party shall indemnify, defend and hold harmless the other party, including its partners, officers, directors, agents, employees, subsidiaries, affiliates, parents, successors and assigns, against any and all claims, demands, causes of action, damages, losses, debts or liabilities (including, but not limited to, reasonable attorneys' fees, expenses and court costs) and injuries to person or property (including death) resulting in any way, from any act, omission, or negligence on the part of such party in the performance or failure to perform its obligations under this Agreement, excepting only those losses to the extent they are due to the other party's negligence, recklessness or willful misconduct.
15. Independent Contractor. Company and Consultants are independent contractors of Client. Company, and Consultants, and Company's employees will not be eligible for any benefits from Client, and Company is solely responsible for paying Consultants' wages. Nothing herein contained shall be deemed to create a partnership, joint venture, agency, franchise, employment, or other such relationship between Client and Company or Client and Consultants. No party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
16. Assignment. This Agreement or any Work Order may be assigned by Company (i) pursuant to a merger or change of control; (ii) to an assignee of all or substantially all of Company's assets; or (iii) with prior written consent of Client. Client may assign its rights and obligations under this Agreement or any Work Order with the prior written consent of Company, which consent cannot be unreasonably withheld. Any purported assignment in violation of this Section 16 shall be void.
17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflicts of law principles.
18. Disputes. If a dispute arises between the parties relating to the interpretation or performance of this Agreement, or the grounds for the termination thereof, the parties agree to hold a meeting in the City of Spokane, Washington, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, such dispute shall be submitted to final and binding arbitration under the then current Arbitration Rules of the American Arbitration Association ("AAA"), with a panel of three (3) arbitrators in Spokane, Washington. Such arbitrators shall be selected by the mutual agreement of the parties or, failing such agreement, shall be selected according to the aforesaid AAA rules. The parties shall bear the costs of arbitration equally unless the arbitrators, pursuant to their right, but not their obligation, require the non-prevailing party to bear all or any unequal portion of the prevailing party's costs. The decision of the arbitrator shall be final and may be sued on or enforced by the party in whose favor it runs in any court of competent jurisdiction at the option of the successful party. The arbitrators will be instructed to prepare and deliver a written, reasoned opinion conferring their decision. The rights and obligations of the parties to arbitrate any dispute relating to the interpretation or performance of this Agreement or the grounds for the termination thereof shall survive the expiration or termination of this Agreement for any reason. Nothing contained herein shall prevent either party from petitioning a court for provisional relief, including injunctive relief, as permitted by the Arbitration Rules of the AAA. Any arbitration hereunder shall be conducted in the English language. In the event of any dispute, any payments due Company from Client will be placed into an escrow account located at a bank of Company's choosing. Any funds placed in escrow will be released based on the results of the dispute resolution. Through all required procedures set forth in this Section 18, should any party to

the dispute not be able to be physically present in the required location, such party must provide a legal representative with full power of attorney to speak for and bind that party to any decision made.

19. Limitation of Liability. CLIENT AGREES THAT COMPANY IS NOT AND WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE CLIENT OR ANY THIRD PARTY INCURS, WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, OR STRICT LIABILITY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. IN NO EVENT WILL THE AMOUNT CLIENT MAY RECOVER UNDER THIS AGREEMENT EXCEED THE TOTAL PAYMENTS MADE TO COMPANY BY CLIENT PURSUANT TO THIS AGREEMENT IN THE IMMEDIATELY PRECEDING SIX (6) MONTHS.
20. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, and/or refusal of license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.
21. Headings. The headings used in this Agreement are for reference purposes only and shall not control the meaning or interpretation of any of the provisions of this Agreement.
22. Entire Agreement. This Agreement and associated Work Orders constitute the entire agreement and set forth the entire understanding of the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, covenants, arrangements, letters, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party. This Agreement may be executed in one or more counterparts, which may include the use of electronic signature tools, all of which collectively comprises the final executed and binding Agreement.
23. Modifications. Except as otherwise provided herein, this Agreement and associated Work Order may be modified, amended, or any provision waived only by a written instrument signed by both Client and Company.
24. Waiver. Waiver or failure by either party to exercise in any respect any right provided for in this Agreement or a Work Order will not be deemed a waiver of any further right under this Agreement or such Work Order.
25. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement will continue in full force and effect. Any unenforceable provision will be replaced by a mutually acceptable provision which comes closest to the intention of the parties at the time the original provision was agreed upon.
26. Notices. Any notice required or permitted to be given pursuant to the terms of this Agreement is deemed to be received five (5) days after deposit into the United States mail, postage prepaid,

certified return receipt requested and addressed as provided below, or upon receipt if delivered by any other method:

If to Client: City of Spokane,
808 W. Spokane Falls Blvd.
Spokane WA 99201 USA

If to Company: Intellectyx Inc.
600 17th Street 2800 South,
Denver CO 80202 USA

[Signature Page To Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date set forth above.

CITY OF SPOKANE.

INTELLECTYX INC.

BY
[Signature]

BY
[Signature]

(Print or Type Name)

(Print or Type Name)

(Title)

(Title)

(Date)

(Date)

EXHIBIT C
STATEMENT OF WORK #001

This Statement of Work. 001 (“SOW”) is made as of the June 15, 2019 (“**Effective Date**”) between City of Spokane with its principal place of business at 808 W. Spokane Falls Blvd. Spokane WA 99201 on behalf of itself and its affiliates (“**Client**”) and Intellectyx Inc., a Colorado corporation with its principal place of business at 600 17th Street 2800 South, Denver, CO 80202 USA (“**Company**”).

Incorporation:

This SOW incorporates by reference the Master Consulting Services Agreement entered into on June 15, 2019 by and between Company and Client (hereinafter, the “**Agreement**”). Any terms contained in the Agreement not modified herein shall remain in full force and effect.

Scope of Work:

City of Spokane embarked on a journey to implement an end-to-end, comprehensive, enterprise scale, Master Data Management solution which can provide information that promotes government transparency, accountability and provide citizens with information that encourages and invites public participation and feedback.

Below is the high-level scope of service requested by City of Spokane

- A. Help City define an enterprise architecture;
- B. MDM solution(s) and supporting tools;
- C. Help City define governance policies and processes;
- D. Implement the MDM solution(s) and supporting tools for top 12 identified data sources;
- E. Assist in training of tools to support MDM implementation and maintenance.

Deliverables:

- A. Project Workplan that mutually confirms and defines the scope, schedule, deliverables, detailed project steps, and owner responsibilities for the following areas:
 - a. Project Planning & Schedule
 - b. Design and Build
 - c. Training
 - d. Test and Deploy
 - e. Acceptance criteria will be identified for each deliverable
- B. The following deliverables shall be captured within the Project Workplan as stated in Deliverables item

Deliverable #	Name	Type
1	Enterprise Data Lake Architecture	Artifact
2	Combine all City of Spokane’s structured, unstructured and semi-structured data from Identified 12 Data Sources (logs, files, and media) using Azure Data Factory to Azure DATA LAKE Storage.	Artifact
3	Data Governance Framework - Policy, Process, Security and Quality	Artifact
4	Data Dictionary and Profile for Data Sources	Artifact
5	Data Audit and Maturity Model Assessment	Artifact
6	Design and Architecture of MDM Platform	Artifact
7	ETL - Ingestion, Connector and Data Lake I/O Architecture	Artifact
8	Data Quality Platform and Dashboard Portal	Artifact
9	MDM Data Model using Modern Data warehouse Architecture, Open Data Definition	Artifact

10	Data Visualization using Analysis Services, PowerBI - Public and Internal	Artifact
11	Azure Hardware Sizing and Capacity Planning	Artifact
12	Data Quality Platform	Solution
13	Data Quality Dashboard Portal	Solution
14	MDM Data Model	Solution
15	Data Visualization Access Layer using PowerBI	Solution
16	Open Data Model Extension	Solution
17	MDM Platform Test Plan, Result and Performance	Artifact
18	MDM User Guide, Help/FAQ documentation	Artifact

- C. Data Sources: Combine all City of Spokane's structured, unstructured and semi-structured data for up to 12 Data Sources which are listed below:

Data Sources in priority order are:

1. Human Management Information System hosted in a SQL database
2. Customer Relationship Management (CRM) running in Microsoft Dynamics / SQL Server
3. Court Case Management by Journal Technologies running in SQL
4. Utility Billing maintained by EDS PowerBuilder 9.0 running in Oracle
5. Law Enforcement maintained by Tyler Technologies running in SQL stored by County
6. Parks and Recreation maintained by Civic Plus hosted as web-based in the cloud probably via scraping
7. Permits by Accela and hosted as SQL server
8. Parking Issuance maintained by Duncan running in SQL housed by the vendor
9. County Parcel Data hosted in an open data portal with S3 storage
10. Census Data sets maintained by Federal and hosted public
11. Library System maintained by SirsiDynix running in SQL
12. Fixed Assets

Priority will be re-evaluated within the Work Plan

Other data sources to consider for follow on effort are:

1. Financial Management System (Mitchell Humphrey)
2. PeopleSoft
3. Telestaff
4. Business License
5. Sales Tax Permit
6. Budget Planner
7. Capital Programs
8. Avista
9. Washington State Licensing

Technology Stack:

Azure Cloud, Azure Data Factory, Azure SQL Data Warehouse, Azure Analysis Services, PowerBI

Point of Contact:

City of Spokane: Peggy Lund, Supervisor Information System Analyst

Intellectyx: Tracy Nicholas, Director of Customer Success

Timeline:

Start Date: June 15, 2019

End Date: June 14, 2020

Financials:

The table below represents the cost per data source for 12 data sources. The work per data source includes combining City of Spokane's structured, unstructured and semi-structured Data Sources (logs, files, and media) using Azure Data Factory as the ETL tool and Azure DATA LAKE for Storage:

Services	Cost
Data and Requirement Assessment	\$1,694.00
Design and Architecture of MDM Platform	\$3,388.00
Implementation	\$8,470.00
Beta and Limited Internal Testing	\$3,388.00
Pilot & Documentation	\$1,694.00
Go Live & Transition	\$1,694.00
Total	\$20,328.00

Total Cost of Service

The total cost for this contract will include up to Twelve (12) data sources with the following break of costs and associated milestone. Final pricing will be determined on the mutually agreed upon number of data sources delivered.

DESCRIPTION OF SERVICES		# OF DATA SOURCES 12
Services	Milestone (Month)	Cost of Milestone
Data and Requirement Assessment	M1	\$20,328.00
Data Governance Framework	M2	\$20,328.00
Design and Architecture of MDM Platform	M3	\$20,328.00
Implementation1 – 3 data source	M4	\$20,328.00
Implementation2 – 3 data source	M5	\$20,328.00
Implementation3 – 3 data source	M6	\$20,328.00
Implementation4 – 3 data source	M7	\$20,328.00
Beta Testing	M8	\$20,328.00
Limited Internal Testing	M9	\$20,328.00
Pilot	M10	\$20,328.00
Documentation	M11	\$20,328.00
Go Live & Transition	M12	\$20,328.00
TOTAL for SERVICES		\$243,936.00
Project Expenses* - Not to Exceed		\$60,000.00
Total SERVICES & EXPENSES		\$303,936.00

*** Travel and Expenses**

Travel expenses will be billed as they are incurred. City of Spokane shall reimburse Intellectyx for:

- Direct travel expenses including, but not limited to hotel, airfare, car rentals, parking and airline and travel agent fees.
- Per diem rates set by General Services Administration (GSA)
- A mileage charge based on the current Internal Revenue Service recommended rate per mile.
- All other reasonable expenses incurred in the performance of Intellectyx's duties as preapproved by the City of Spokane.

Milestone payment will be paid upon acceptance of Milestone deliverable as defined in the Project Workplan.

Payment Terms: NET 45

IN WITNESS WHEREOF, the parties hereto have caused this Work Order to be executed by their duly authorized representatives as of the WO Effective Date set forth above.

CITY OF SPOKANE.

INTELLECTYX INC.

BY
[Signature]

BY
[Signature]

(Print or Type Name)

(Print or Type Name)

(Title)

(Title)

(Date)

(Date)

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Professional Services for Master Data Management Solution
Date:	June 3, 2019
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
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)	Professional services with Intellectyx, Inc for assisting the City of Spokane’s Master Data Management solution project. Utilizing Budget Account # 5310-73100-94000-56403
Strategic Initiative:	Sustainable Resources
Deadline:	June 15, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	A one-year professional services contract.
Background/History: <p>The Innovation and Technology Services Department issued RFP 4504-18 for a Master Data Management solution that makes key data available to internal stakeholders and identifies the requirements to protect the data and make it more accessible to internal and external (open data) consumers. This provides a sustainable data layer that is integrated across key City systems and breaks down silos and barriers to using data across these systems. It is a way to leverage information and data we already have to facilitate broader use, system migration, performance management, and key initiatives that require data from multiple different sources at the local, State, and Federal level. It additionally allows the City to move towards a real-time reporting and dashboard environment.</p> <p>The end state of this implementation is to have the top 12 systems data in an accessible data platform with key relationships (citizen and location) pre-built so internal and future external users can access the data in real time for analysis, reporting, or other uses. This platform would be natively accessible (subject to any security requirements) for department PowerBI use immediately upon load. This data would have a publication schedule to ensure it is up to date and have information security protections in place to help govern access and use. The selection of a set of data tools to help identify, normalize, standardize, clean, and govern this data on an ongoing basis.</p> <p>Currently City staff use hundreds of independent data processes to share information across systems which is costly to maintain, can result in data out of sync between systems, and creates barriers to sharing information across systems.</p>	
Executive Summary: <ul style="list-style-type: none"> • Contract with Intellectyx, Inc. for one-year professional services in support of Master Data Management solution implementation. • Requesting \$303,936.00 including tax for Intellectyx Professional Services. • Requesting \$26,060.53 for Microsoft Services and Licensing. 	

- Total project cost will be \$329,996.53.
- Term is June 15, 2019 – June 14, 2020

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2019

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

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

PRODUCER Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610	CONTACT NAME: Lockton Affinity, LLC PHONE (A/C No. Ext): 800-301-8814 E-MAIL ADDRESS:	FAX (A/C No): 913-652-7599
	INSURER(S) AFFORDING COVERAGE	
INSURED Intellectyx, Inc. 600 17th Street 2800 South Denver, CO 80202	INSURER A: Sentinel Insurance Company	NAIC # 11000
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			37SBMAV9513-06	09/20/2018	09/20/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

City of Spokane c/o Peggy Lund 808 W. Spokane Falls Blvd. Spokane, WA 99201	1133738
--	---------

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Pat D. O'Hanlon

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STATE OF WASHINGTON
BUSINESS LICENSING SERVICE

Thank you for filing online

Our processing time generally takes up to 10 business days. Some endorsements may take more time for state or city approval. You will receive your business license with approved endorsements in the mail. An updated business license will be mailed to you when additional endorsements are approved.

Confirmation Number: 0-008-595-733

Filing Date and Time: 05/29/2019 11:39:55 AM

Payment Method: ACH Debit/E-Check

Business Entity Information

Entity Type: Corporation
Name of Entity: INTELLECTYX INC.
UBI: 604-461-904

Business Location Information

Firm Name: INTELLECTYX
Phone Number: (720) 256-7540
Fax Number: None
Location Address: 600 17TH STREET 2800 SOUTH DENVER CO 80202 USA
Mailing Address: 600 17TH STREET 2800 SOUTH DENVER CO 80202 USA

Trade Names Added

INTELLECTYX

Endorsement(s) Applied For	Commence	Cease	Count	Fee
Spokane General Business - Non-Resident	05/29/2019	05/31/2020	1	\$117.00
Unemployment Insurance	05/29/2019		1	\$0.00
Tax Registration	05/29/2019		1	\$0.00
				<hr/> \$117.00

Fee Type	Commence	Cease	Count	Fee
Spokane Employee	05/29/2019		1	\$10.00
BLS Processing Fee	05/29/2019		1	\$19.00
Trade Name Registration	05/29/2019		1	\$5.00
				<hr/> \$34.00

Grand Total: \$151.00



Agenda Sheet for City Council Meeting of:
06/17/2019

Date Rec'd	5/30/2019
Clerk's File #	OPR 2019-0362
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR 02588

Submitting Dept	FINANCE & ADMIN
Contact Name/Phone	GAVIN COOLEY 6585
Contact E-Mail	GCOOLEY@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	SPOKANE YOUTH CARD AGREEMENT AMENDMENT

Agenda Wording

To increase the contract amount of the Spokane Youth Card Agreement due to the need to increase the amount of cards that will be given to youth for the Summer Youth Card Program.

Summary (Background)

The City of Spokane had previously contracted to give out 4,000 cards to Spokane Public School Students. It was agreed that the City of Spokane would add an additional 2,000 cards to be given out to all school age students that live within the City of Spokane. Because of the increase in the number of cards to be given, the amount of the contract with Spokane Transit Authority needs to be increased.

<u>Fiscal Impact</u>	Grant related? NO Public Works? NO	<u>Budget Account</u>
Expense \$ 24,000		# 0020-88400-18900-54201
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MARCHAND, CRYSTAL	<u>Study Session</u>
<u>Division Director</u>	MARCHAND, CRYSTAL	<u>Other</u>
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	lwilliams@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	brapez-betty@spokanetransit.com
<u>Additional Approvals</u>		rwest@spokanetransit.com
<u>Purchasing</u>		

FIRST AMENDMENT TO THE SPOKANE YOUTH CARD AGREEMENT 2019-10323

This First Amendment to the Spokane Youth Card Agreement 2019-10323 (“Agreement”) is between the **City of Spokane** (“City”) and the **Spokane Transit Authority** (“STA”); jointly referred to as “Parties”.

WHEREAS, on May 23, 2019, the Parties entered into the Agreement to provide Spokane School District 81 students access to STA services to increase students access to and interest in City activities and programs for youth during the summer months; and

WHEREAS, the Parties have agreed to expand eligibility of the SYC program to include students residing within the City of Spokane; and

WHEREAS, in anticipation of increased utilization of the SYC program, the City desires to increase the number of Passes made available to students to a total of 6000 Passes.

NOW, THEREFORE, the Parties agree as follows:

The following changes shall be effective June 13, 2019:

1. Section 2.A.i. shall be replaced in its entirety with the following:

“Members. For purposes of this Agreement, “Member(s)” shall be defined as any current student residing within the City of Spokane in grades twelve (12) and under who is issued a valid Pass to use on STA service.”

2. The gross NTE Fee shall increase to \$72,000 (seventy-two thousand dollars and zero cents).
3. The net NTE Fee shall increase to \$62,000 (sixty-two thousand dollars and zero cents).

All other terms, prices and conditions as they currently relate to this Agreement shall remain unchanged.

[signatures on the following page]

City of Spokane

Spokane Transit Authority

By: David Condon
Title: Mayor

By: E. Susan Meyer
Title: Chief Executive Officer

Date: _____

Date: _____

Attest:

By: Terri Pfister
Title: City Clerk

By: Dana Infalt
Title: Clerk of the Authority

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: Mike Ormsby
Title: City Attorney

By: Laura McAloon
Title: Legal Counsel

Date: _____

Date: _____

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

06/17/2019

Date Rec'd

5/29/2019

Clerk's File #

ORD C35782

Renews #**Submitting Dept**

PLANNING

Contact Name/Phone

KEVIN 625-6184

Contact E-Mail

KFREIBOTT@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Agenda Item Name

0650- SBO FOR NORTH PEDESTRIAN BRIDGE IN RIVERFRONT PARK

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

A special budget ordinance concerning the proposed transfer of funds from the West Quadrant Tax Increment Financing account to the Department of Parks and Recreation budget for the repairs to the north pedestrian bridge in Riverfront Park.

Summary (Background)

Following two presentations to the Neighborhood Project Advisory Committee (NPAC) of the West Quadrant Tax Increment Financing District (TIF) in April of 2019, the Parks and Recreation Department asked the NPAC to recommend to City Council the expenditure of \$500,000 for the emergency repair of the north span of the Riverfront Park pedestrian bridge in Riverside Neighborhood.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 500,000

See attached

Revenue \$ 500,000

See attached

Select \$

#

Select \$

#

Approvals**Dept Head**

TRAUTMAN, HEATHER

Division Director

CORTRIGHT, CARLY

Finance

ORLOB, KIMBERLY

Legal

DALTON, PAT

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

Urban Experience

Distribution List

kfreibott@spokanecity.org

htrautman@spokanecity.org

kimberly.marie.lawrence@gmail.com

Additional Approvals**Purchasing**

awinchell@spokanecity.org

korlob@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The proposed project conforms to the project areas outlined for the TIF in the adopting ordinance and adequate funds exist in the TIF fund. The NPAC recommended unanimously that the City Council approve the request at their regular public meeting on May 1, 2019.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO C35782

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the West Quadrant TIF Fund and Parks Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the West Quadrant TIF Fund & Parks Fund, and the budget annexed thereto with reference to the West Quadrant TIF Fund & Parks Fund, the following changes be made:

FROM:	3501-99999 99999	West Quadrant TIF Undesignated Reserves	\$500,000
TO:	3501-79130 97114-80101	WQTIF Operating Transfer to Parks	\$500,000
FROM:	1400-30210 99999-39789	Operating Transfer from WQTIF	\$500,000
TO:	1400-30210 94000-56301	Parks & Rec Other Improvements	<u>\$500,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for the north pedestrian bridge in Riverfront Park, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



RIVERFRONT PARK PEDESTRIAN BRIDGE EMERGENCY REPAIRS

West Quadrant Tax Increment Financing District

May 24, 2019

Kimberly Lawrence
Chair, Neighborhood Project Advisory Committee

Kevin Freibott
Planner II, City of Spokane



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Background

The Pedestrian Bridges in Riverfront Park

Riverfront Park was developed as a replacement for the former rail stations and warehouses that existed prior to the 1970s, in order to attract and serve the 1974 World's Fair. The area has since grown to become a premier urban park in the heart of downtown Spokane.

In 1972 and in anticipation of the 1974 Expo, the City constructed two pedestrian bridges between the south bank of the river near the Washington Power turbine house, Canada Island¹ in the middle of the channel, and the north bank near the Flour Mill and the Coliseum.

These pedestrian bridges serve multiple uses and needs in the heart of the City. Thousands of people each year flock to these bridges to witness the power and majesty of the Spokane River at its peak flow in spring. The bridges are a crucial companion for interpreting the Spokane River and the history of Riverfront Park. Many residents and visitors also use these bridges as a functional link between the two halves of the downtown, north and south of the river. These pedestrian bridges also provide an essential link between the parking, restaurants, and hotels in the downtown core and the entertainment and sports provided by the Spokane Veterans Memorial Arena, constructed in 1995 to replace the aging Coliseum.

The pedestrian bridges provide more than a pedestrian and scenic resource. They also support electrical power lines that are carried under the bridge, linking the downtown (including major power generation facilities in Riverfront Park and adjacent areas) and the north bank—ultimately providing electrical power to the Veterans Memorial Arena, Wonder Building, Flour Mill, and the Upper Falls Condos, amongst others. The same electrical lines would also serve the upcoming Falls project, providing for three new residential/hotel/office towers on the north bank.

Figure 1 on the following pages shows the Riverfront Park Master Plan, with the north pedestrian bridge circled in red. The north bridge is the subject of this request—the south bridge will be addressed at another time.

¹ Canada Island has since been renamed. See the following pages.

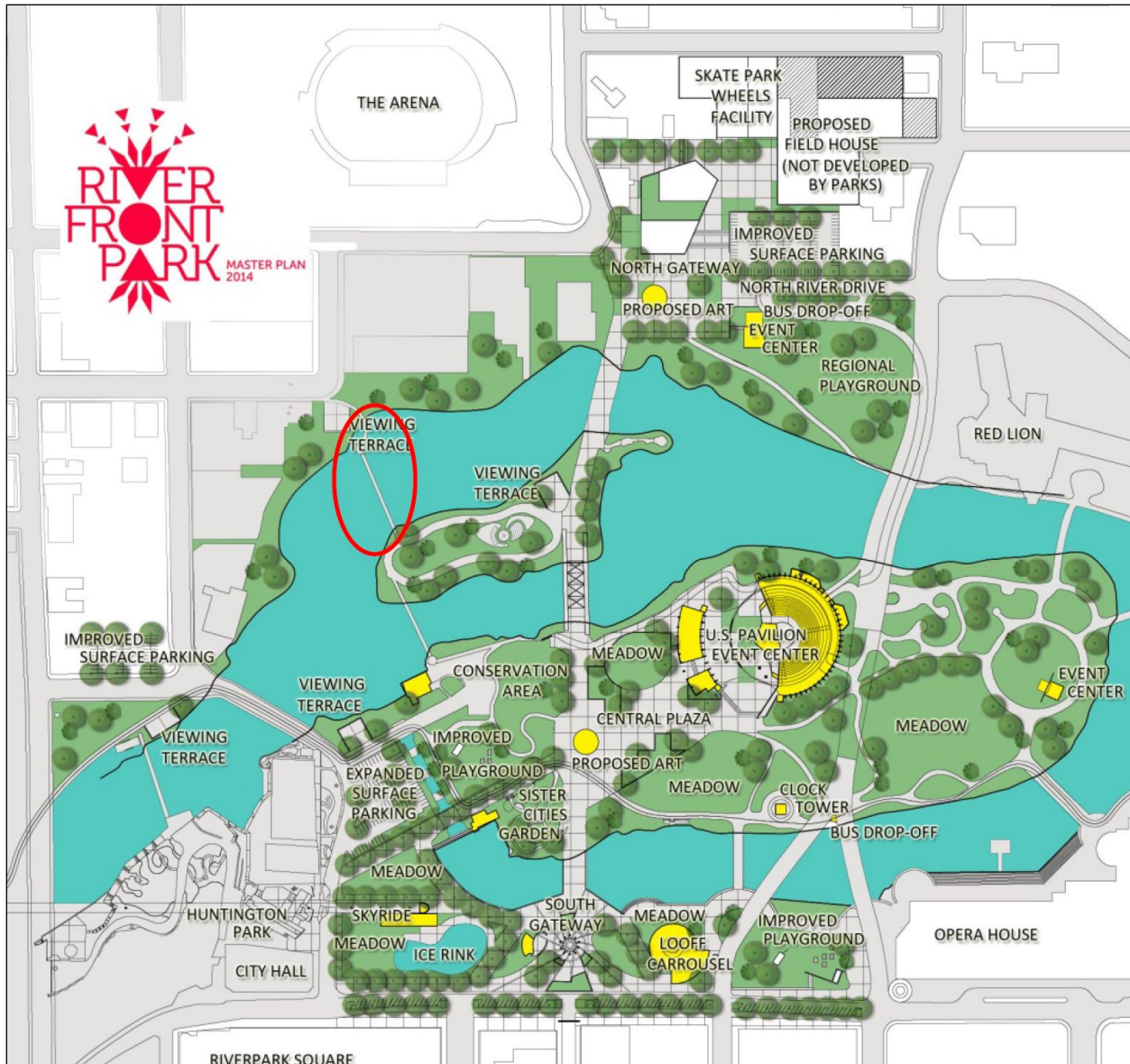


Figure 1 – Riverfront Park Master Plan *(Bridge Location Shown in Red Circle)*

Need for Replacement

As with any bridge approaching 50 years of age, the pedestrian bridge has begun to show signs of wear and tear. The concrete deck has been repaired and patched multiple times and several studies and analyses conducted by the City and the Parks and Recreation Department have identified the need to repair or replace the bridge deck. The \$64 million bond approved by voters for the improvement and renovation of Riverfront Park did not include funds for the replacement/repair of the pedestrian bridges. Accordingly, the Parks Department has spent considerable time and effort to secure the necessary funding for those bridges.

While the Parks Department has continued to search for adequate funds to repair and/or replace the bridges, the damage to the bridge deck on the north span rapidly worsened in April 2019. Several large holes opened up in two locations, necessitating the closure of the bridge to pedestrians in late April. **Figure 2** shows a recent drone photograph with the bridge in the foreground. The two black squares shown on the bridge deck in the foreground indicate where rubber mats have been affixed to the deck in an attempt to keep water and the elements from further degrading the deck surface. The situation has deteriorated to the point that repairs must be made sooner rather than later, or the eventual loss of the bridge deck could occur.



Figure 2 – Aerial Photograph of Pedestrian Bridges Facing South

Project Location

The project is located across the northernmost channel of the Spokane River, halfway between the Post Street Bridge to the west and the Howard Street Bridge to the east. The project is located entirely within Riverfront Park, in three parcels. The northern landing of the bridge is located in parcel 35183.0065, owned by the City of Spokane as part of the park. The span crosses parcel 35185.0054, owned by Avista, containing the Spokane River. The southern landing is located within parcel 35185.0076, owned by the City of Spokane as part of Riverfront Park. This parcel contains Snxw Meneʔ (sin-HOO-men-huh), or Salmon People Island in the middle of the river channel.

The project is located entirely within the West Quadrant TIF district, as shown in **Figure 3** below.

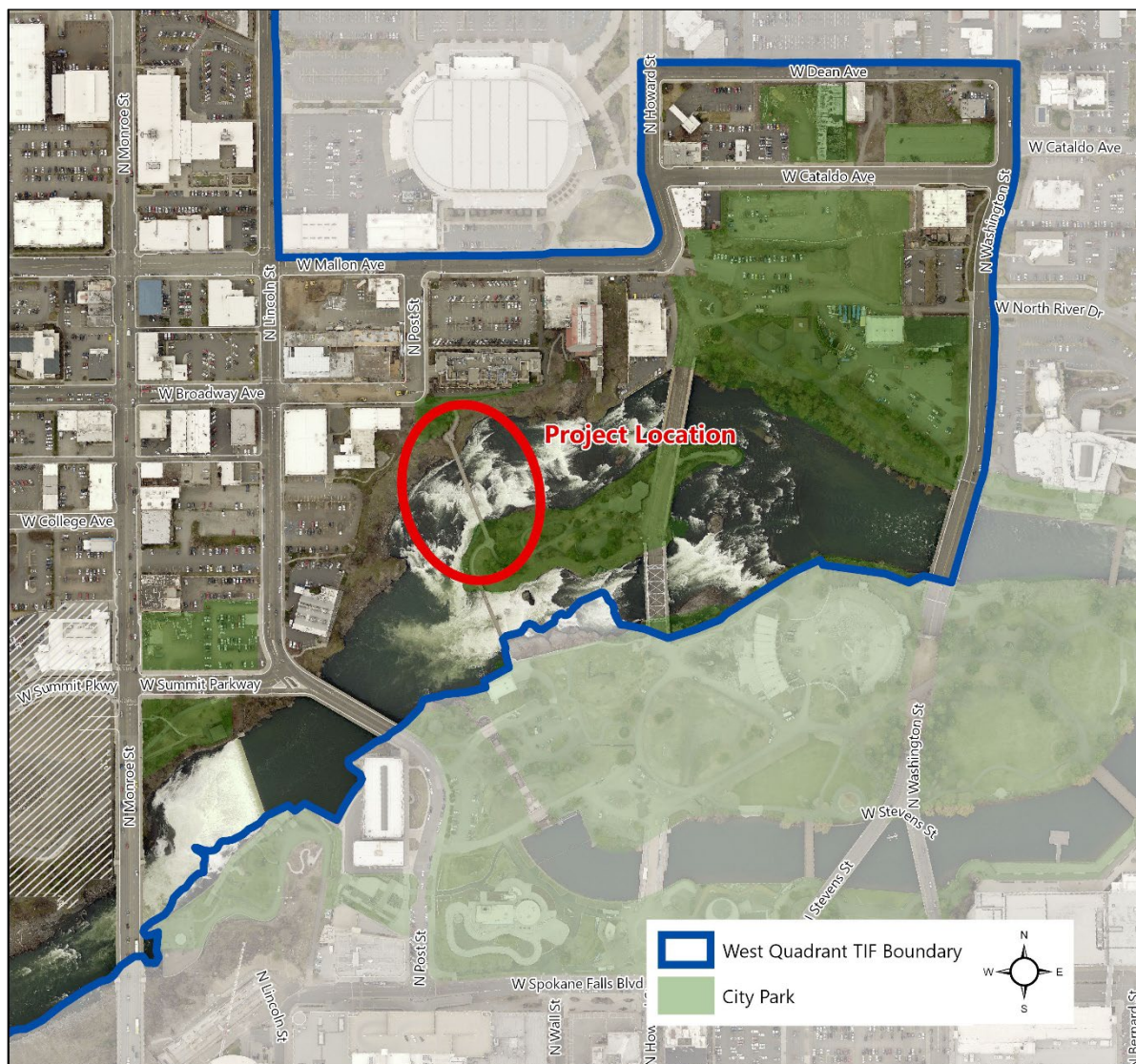


Figure 3 – Project Location in Relation to TIF Boundary and Parks

Project Description

The single-span North Suspension Bridge is 295 feet in length from tower to tower and is 10 feet wide. The bridge superstructure is supported by hanger cables vertically connected to the main cables, which are suspended from the towers. The floor system consists of weathering steel edge girders, a concrete deck, horizontal bracing, and a floor beam that supports 15 electrical conduits between vaults. The deck consists of reinforced concrete with stay-in-place (SIP) forms. Large hollow vaults are located at each tower.

The proposed project would renovate the existing bridge, including a full deck replacement, cleaning of all steel framing, replacement of the existing railing, replacement of necessary floor beams, repair and/or replacement of vault decks and adjacent sidewalks, onsite painting, replacement of existing anchor points, and repair of edge girders.

Minor excavation will occur at each tower location. The project scope includes removing the existing sidewalk around the perimeter of the two towers and replacing the existing 8'x8' steel vaults and additional framing around the manhole openings. Other minor excavation might include staging and access areas for equipment. The project would also include at least one new interpretive sign paying homage to the history of the site.

Estimated Costs

<u>Category/Work Type</u>	<u>Estimated Cost</u>
General Site Improvements.....	\$40,596
Site Preparation	\$363,123
Bridge/Trail Improvements	\$1,026,032
Cultural Resources (Identification and Protection).....	\$15,000
Permits	\$20,000
Architectural & Engineering Costs	\$265,000
TOTAL.....	\$1,729,751

Projected and/or Requested Funding Sources

<u>Source</u>	<u>Total</u>
WQTIF (This Request)	\$500,000
WA State Recreation and Conservation Grant.....	\$500,000
Other Sources Not Yet Identified.....	\$729,751
TOTAL.....	\$1,729,751

Project Relationship to the TIF District

As shown in Figure 2, the proposed project is located entirely within the West Quadrant TIF District. This portion of the district constitutes project area “T” in the adopting ordinance (see **Figure 4**). The adopting ordinance describes the following improvements for project area “T”:

Publicly-owned streetscape improvements for Riverside Neighborhood; Monroe to Howard², Broadway to Mallon 4-6 blocks, including trees, crosswalk treatments, street furniture, lighting, bike and pedestrian infrastructure and improvements and underground utilities where appropriate, with estimated cost of \$1,800,000.



Figure 4 – Project Location within “Project T” of the TIF Ordinance.

² The ordinance mistakenly says “Central.” However, this has been determined to be a typographical error. The true boundary was intended to be listed as Howard. The corrected version is shown here.

Relationship to TIF Project Description

The proposed project constitutes the repair and upgrade of a public facility within a publicly-owned park. Project area “T” was earmarked in the adopting ordinance for pedestrian and bicycle infrastructure. The bridge exists for pedestrian and bicycle infrastructure exclusively, thus repairs to the bridge comply with this intent of area “T”. Furthermore, the proposed project would sustain an existing electrical utility connection for both public and private improvements in the north bank area. As project area T included the provision of underground utilities, and as the utilities carried by the bridge supply power to subterranean circuits in the north bank area, the proposed project would comply with this intent of area “T”.

Public Outreach and Facilitation

Pursuant to the adopted Policies and Procedures of the Neighborhood Project Advisory Committee, one or more public participation processes should be undertaken for any neighborhood project funded by the TIF. As regards the proposed project, multiple public participation processes have been undertaken by the City and the Parks Department as they relate to the bridges and the overall disposition of Riverfront Park.

These meetings contemplated the eventual repair and/or replacement of the pedestrian bridges, even though the repair of those bridges was not ultimately included in the Riverfront Park bond. This public participation process has been ongoing for several years and will continue throughout the life of the Riverfront Park redevelopment projects.

Prior Commitments in this Area

There are no prior commitments on record within area “T”. While the County has not yet transmitted the first major payment of increment funds for 2019, the City currently holds adequate funds within the TIF fund to immediately allocate the full request to the project.

The Neighborhood Project Advisory Committee (NPAC) is currently considering two other funding requests regarding projects in other parts of the TIF district. The first is the Sportsplex utility connections, requesting \$800,000 in area “U”. The second is \$70,000 in improvements to Dutch Jake’s Park as part of areas “L” or “J”. All three projects have been considered by the NPAC as to the ability of the TIF to fund all three simultaneously.

Final Recommendation – NPAC

The Neighborhood Project Advisory Committee met on May 1, 2019 at 4:00 PM to consider the proposed project and potential TIF funding in the amount of \$500,000. A quorum of voting members were in attendance at that meeting and voted unanimously to recommend the Spokane City Council approve the expenditure of funds of \$500,000 to the project.

According to the recommendation of the NPAC, staff will prepare a Special Budget Ordinance for the consideration of the Spokane City Council as soon as practical. It is anticipated that the Ordinance will be brought to the Spokane City Council for their consideration and possible approval in late May, 2019.

Recommendation certified true and complete by the Chairperson of the Neighborhood Project Advisory Committee:

Kimberly Lawrence

Printed Name

5/28/19

Date

Kimberly Lawrence

Signature

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

06/17/2019

Date Rec'd

5/29/2019

Clerk's File #

ORD C35783

Renews #**Submitting Dept**

PLANNING

Contact Name/Phone

KEVIN 625-6184

Contact E-Mail

KFREIBOTT@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Agenda Item Name

0650-DUTCH JAKES PARK

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

A special budget ordinance concerning the proposed transfer of funds from the West Quadrant Tax Increment Financing account to the Department of Parks and Recreation budget for the installation of pedestrian infrastructure, landscaping,

Summary (Background)

Following a presentation to the Neighborhood Project Advisory Committee (NPAC) of the West Quadrant Tax Increment Financing District (TIF) in April of 2019, the Parks and Recreation Department asked the NPAC to recommend to City Council the expenditure of \$77,000 for pedestrian and landscaping improvements to Dutch Jake's Park along W Broadway Avenue and N Chestnut Street in the West Central Neighborhood.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ \$77,000

See attached

Expense \$ 77,000

See attached

Select \$

#

Select \$

#

Approvals**Dept Head**

TRAUTMAN, HEATHER

Division Director

CORTRIGHT, CARLY

Finance

ORLOB, KIMBERLY

Legal

DALTON, PAT

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

Urban Experience

Distribution List

kfreibott@spokanecity.org

htrautman@spokanecity.org

kimberly.marie.lawrence@gmail.com

Additional Approvals**Purchasing**

awinchell@spokanecity.org

korlob@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

and related features in Dutch Jake's Park.

Summary (Background)

This project would be a part of a comprehensive planned rebuild and update of the park to be undertaken by the Parks and Recreation Department beginning in late 2019. The proposed project conforms to the project areas outlined for the TIF in the adopting ordinance and adequate funds exist in the TIF fund. The NPAC recommended unanimously that the City Council approve the request at their regular public meeting on May 1, 2019.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO C35783

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the West Quadrant TIF Fund and Parks Cumulative Reserve Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the West Quadrant TIF Fund and Parks Cumulative Reserve Fund, and the budget annexed thereto with reference to the West Quadrant TIF Fund and Parks Cumulative Reserve Fund, the following changes be made:

FROM:	3501-99999 99999	West Quadrant TIF Undesignated Reserves	\$ 77,000
TO:	3501-79130 97118-80101	WQTIF Op Trans to Parks Cumulative Reserve	\$ 77,000
FROM:	1950-54920 99999-39789	Parks Cumulative Reserve Operating Transfer from WQTIF	\$ 77,000
TO:	1950-54920 94000-56301	Parks Cumulative Reserve Other Improvements	<u>\$ 77,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for improvement to Dutch Jake's Park in the West Central Neighborhood, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



DUTCH JAKE'S PARK PEDESTRIAN IMPROVEMENTS

West Quadrant Tax Increment Financing District

May 24, 2019

Kimberly Lawrence
Chair, Neighborhood Project Advisory Committee

Kevin Freibott
Planner II, City of Spokane



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Background

Celebrating an Iconic Spokane Citizen

The following excerpt is taken from spokanehistorical.org and provides a good overview of Dutch Jake's Park and the man it is named for:

This block, spanning Chestnut from College to Broadway, is where Jacob Goetz's lifelong friend and business partner Harry F. Baer built his home in 1888. We know the two friends spent plenty of time at this location in the 1910s and 20s. Baer's house fell into disrepair after his death, and the home was condemned in 1973. The creation of Dutch Jake's Park returned this lot to its preferred role: a gathering place for the neighborhood and a celebration of its most famous citizens.

The German-born mining tycoon Jacob Goetz, better known in Spokane as Dutch Jake, was part of this West Central neighborhood from its beginning. His role in discovering the Bunker Hill and Sullivan mines in Idaho made him his fortune, but his fame came from his generosity and sense of fun. When he opened the Spokane Hotel downtown, he was known to fire a cannon from the rooftop playground during celebrations, and his famous birthday celebrations could last for days. After his death in 1927, former Spokane mayor W. J. Hindley said that Goetz's "capacity for friendship and his charity" had made him "known from one end of this country to the other."

If that doesn't earn him a place in the city's memory, then maybe this mini-park on an extended lot in West Central will. Neighbors of the park insisted that the city council name it in Goetz's honor, refusing to even submit a list of alternative names. Construction of Dutch Jake's Park began in April of 1976. The city put a community development grant towards the construction, but members of the community also donated more than \$17,000 in labor and materials. The park was dedicated in July of 1976, in a ceremony attended by Goetz's daughter, Helen Goetz Edmunds.

Though it is one of the city's smaller parks, Dutch Jake's Park features a basketball court, a playground, and a picnic area. The playground originally included a rocking burro, in homage to Goetz's burro, which he said was the "real" discoverer of the Bunker Hill mine.

West Central today is a diverse and changing neighborhood, and this park is one of its few public spaces. The park is bordered by relatively low-income neighborhoods, but stands just a block from the more affluent new Kendall Yards development.

A Long Awaited Update

Dutch Jake's park was constructed in two phases, the southern half in 1976 and the northern half in 1988. Aside from regular maintenance and minor updates like the addition of picnic tables, the park has not seen any major update since its original construction.

Following requests by the West Central Neighborhood Council and examination by the Parks and Recreation Department, the two organizations worked together to consider safety and site improvements within the limited budget available for the project.

The Parks and Recreation Department and the Neighborhood Council contracted with Eastern Washington University in 2016 to create a master plan for the park. The plan included many updates to the park and to the pedestrian environment on the adjacent N Chestnut Street.

Dutch Jake's Park should be a neighborhood magnet for recreational activities and community programming, bringing all members of the community together.

Dutch Jake's Park Master Plan, June 2016

Dutch Jake's Park Master Plan

The Dutch Jake's Park Master Plan was formally adopted by the Spokane Park Board on March 9, 2017. The plan included four distinct goals for the park:

- Create a park that is accessible by all;
- Recognize and honor the history of the West Central Neighborhood;
- Maintain Dutch Jake's Park as a safe place at all hours; and
- Promote local artists.

Following adoption of the Master Plan, the Parks and Recreation Department conducted a public process to determine the actual amenities and improvements to be installed, commensurate with the funds proposed by the neighborhood, the Parks and Recreation Department and a major private donation facilitated by a private non-profit (The Trust for Public Lands).

Master Plan improvements proposed to Dutch Jake's Park would include a complete rebuild of the park amenities and landscaping, including:

- A multi-use sports court;

Project Location

Dutch Jake's Park is located in the western portion of the Tax Increment Financing District area, between W Broadway Ave and W College Ave on the west side of N Chestnut St. The project is located north of the Kendall Yards development and approximately five blocks west of N Maple Street and the Maple Street Bridge.

The entire project is located within the West Quadrant TIF district, as shown in **Figure 1** below.

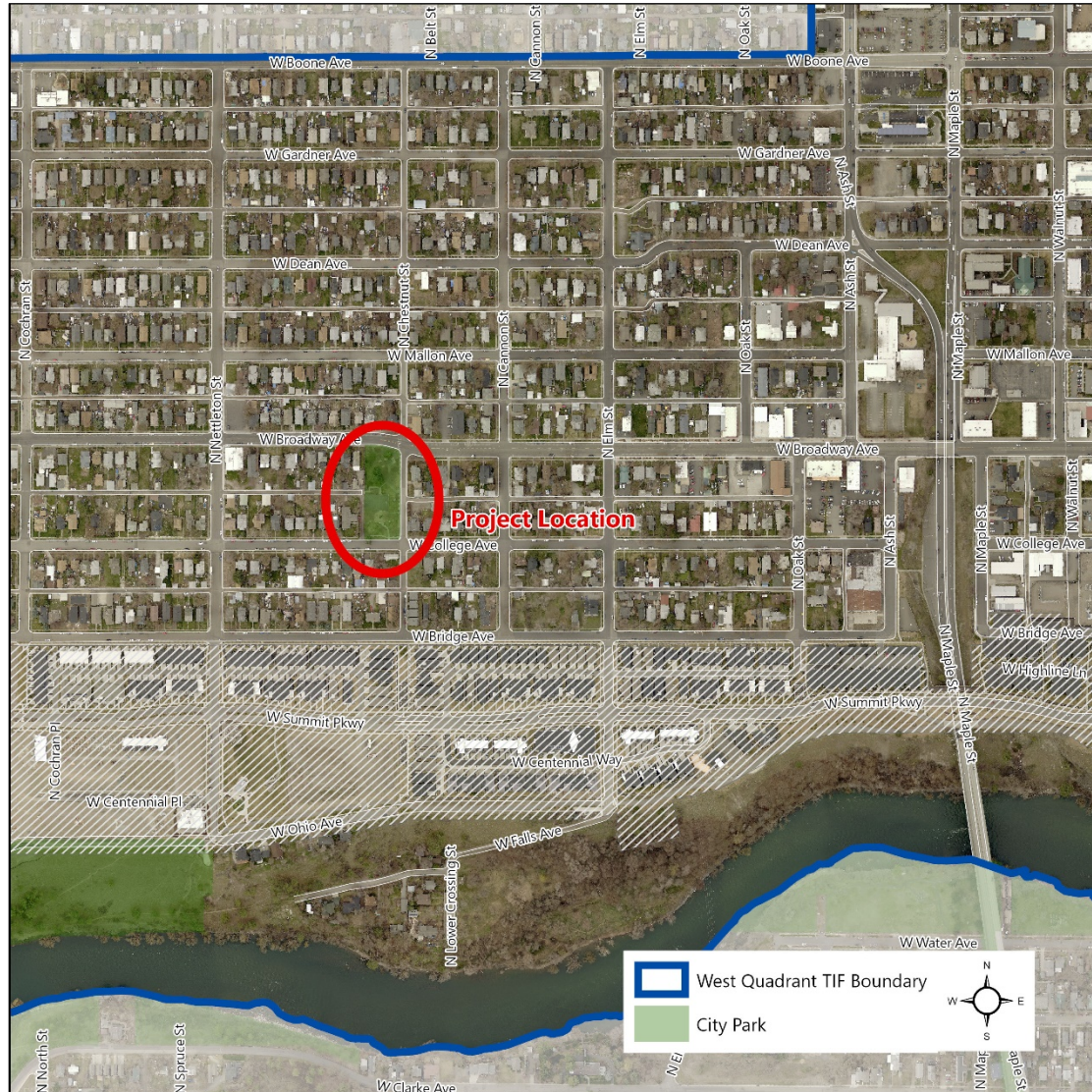


Figure 1 – Project Location in Relation to TIF Boundary and Parks

Project Description

During the preparation of the proposed updates to the park, it was determined that insufficient budget existed within the committed funds to construct the off-street pathways and entry features along both N Chestnut Street and W Broadway Avenue. Accordingly, the design only included cleaning and minor repair to existing sidewalks on those streets.

In order to accommodate the wishes of the neighborhood as well as to conform more fully to the adopted Master Plan, the Parks and Recreation Department requested additional funds from the TIF to construct the off-street pathways in lieu of repairing the existing sidewalks.

Improvements to be Funded by the TIF

The Parks and Recreation Department has requested funds from the TIF for the construction of landscaping, paths, curbs, and entry paving along Chestnut Street and Broadway Avenue, as shown in **Figure 3** below.



Figure 3 – Improvements to be Funded by the Requested TIF Funds

The proposed TIF-funded improvements are not considered critical to the remainder of the project, nor is the overall funding contingent on the TIF funds. However, by allowing for the installation of these features, the TIF funds would result in a more complete realization of the Master Plan vision for the park, increased pedestrian safety along those streets, and more effective use and enjoyment of the park overall.

Estimated Project Costs:

<u>Cost</u>	<u>Total</u>
Pedestrian Amenities: N Chestnut St	\$60,000
Pedestrian Amenities: W Broadway Ave.....	\$17,000
All Remaining Park Improvements ¹	\$450,000
TOTAL.....	\$527,000

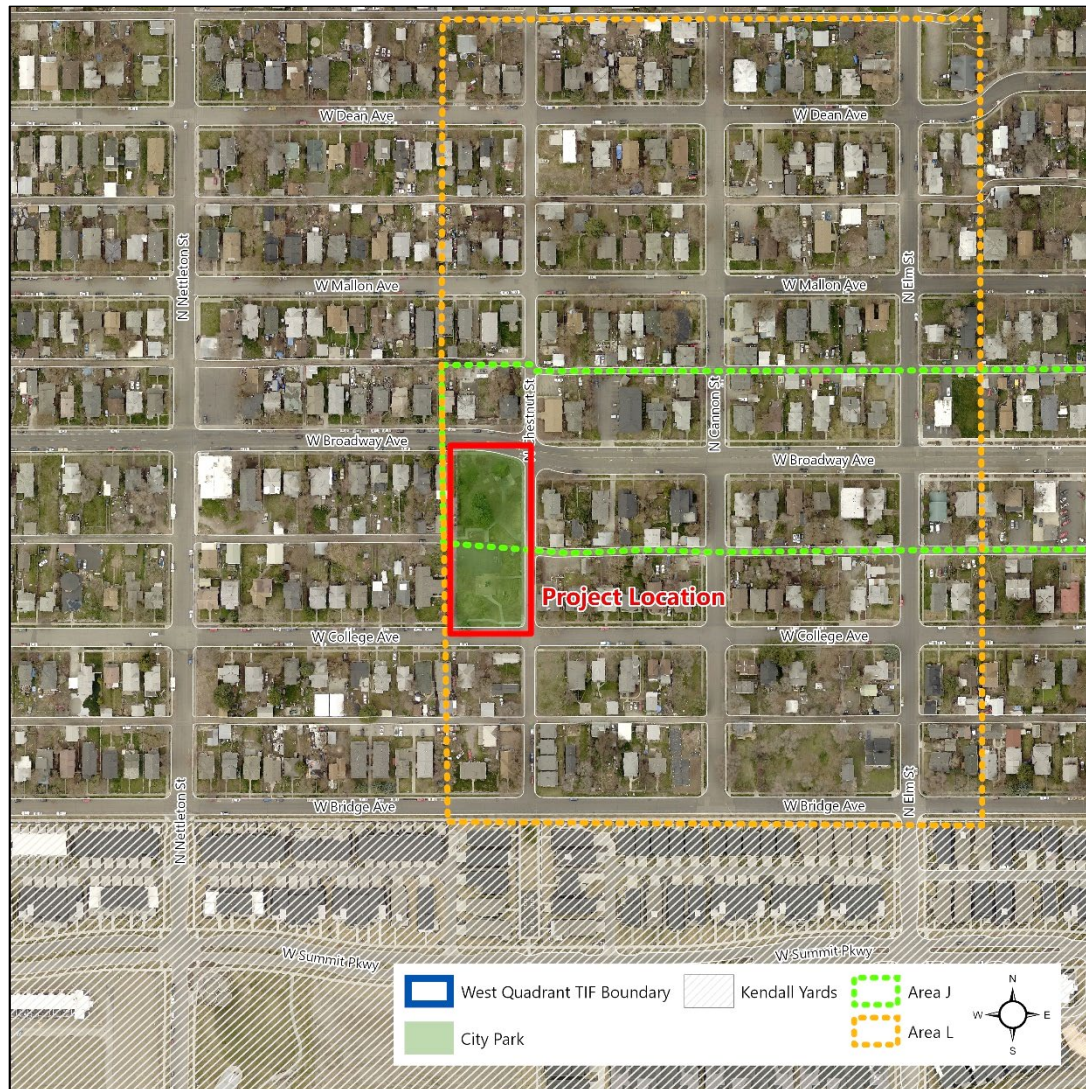
Projected and/or Requested Funding Sources:

<u>Source</u>	<u>Total</u>
WQTIF Funds	\$77,000
Private Donation – The Trust for Public Land	\$200,000
Parks and Recreation Department.....	\$190,000
West Central Neighborhood CDBG Funds.....	\$60,000
TOTAL.....	\$527,000

¹ Design and engineering of the park is already complete, funded by other sources. All costs shown here are for physical construction of improvements.

Project Relationship to the TIF District

As shown in **Figure 1** above, the proposed project is located entirely within the West Quadrant TIF District. The park is located entirely within project area “L” and the northern half of the project lies within project area “J”. These boundaries are considered general locations in the adopting Ordinance—as such the project is considered to be within both project areas. See **Figure 4** for the relationship of the park to the two approximate



project areas.

Figure 4 – Project Location within “Project J” and “Project L of the TIF Ordinance.

The adopting ordinance describes improvements for project area “J” as follows:

Publicly-owned streetscape improvements related to West Central Neighborhood, Comprehensive Plan West Broadway Neighborhood Center; Broadway, Ash to Chestnut, 4 blocks, including decorative

concrete or paver sidewalks, trees, period lighting, permanent street furniture, bike and pedestrian infrastructure, underground utilities, median construction and infrastructure for future streetcar route, with an estimated cost of \$2,500,000.

Likewise, the adopting ordinance describes improvements for project area "L" as follows:

Publicly-owned traffic calming improvements on Elm, Cannon, and Chestnut 3 blocks, Bridge to Dean, including trees, crosswalk treatments, street furniture, lighting, bike and pedestrian infrastructure and improvements, with an estimated cost of \$900,000.

Relationship to TIF Project Description

The proposed project constitutes pedestrian improvements and associated landscaping along two public streets. As such the proposed project improvements constitute "streetscape improvements" (area "J"). Furthermore, the proposed project includes landscaping (areas "J" and "L"), as well as concrete and paver sidewalks and paths (areas "J" and "L"). Accordingly, the proposed improvements are consistent with the descriptions of both areas "J" and "L".

Area "L" concerns these kinds of improvements on the south side of W Broadway Avenue, along which \$17,000 is requested from the TIF. The remainder of the project concerns similar improvements along N Chestnut Street, with a request for \$60,000 has been made of the TIF.

Prior Commitments in this Area

There are no prior commitments on record for the two project areas. The Neighborhood Project Advisory Committee (NPAC) is currently considering two other funding requests regarding projects in other parts of the TIF district. The first is the Sportsplex utility connections, requesting \$800,000 from area "U". The second is \$77,000 in improvements to Dutch Jake's Park as part of areas "L" or "J". All three projects have been considered by the NPAC as to the ability of the TIF to fund all three.

Public Outreach and Coordination

The Parks and Recreation Department in partnership with the neighborhood council and others has undertaken an extensive multi-year

public outreach process for the project, including a large public event in the park on April 20, 2016; community workshops on May 18 and May 24, 2016; and a significant number of events in 2017 and 2018. These events, conducted in partnership with the Trust for Public Lands (a major funding partner), included three open houses, five presentations to the neighborhood council, two presentations to the Spokane Park Board, 23 events held by the Trust for Public Lands, an online survey, and a series of park activation events in the summer of 2018. This project has seen an extreme amount of public input and coordination for a project concerning such a small neighborhood park.

Final Recommendation – NPAC

The Neighborhood Project Advisory Committee met on May 1, 2019 at 4:00 PM to consider the proposed project and potential TIF funding in the amount of \$77,000. A quorum of voting members were in attendance at that meeting and voted unanimously to recommend the Spokane City Council approve the expenditure of funds not to exceed \$77,000 to the project.

According to the recommendation of the NPAC, staff will prepare a Special Budget Ordinance for the consideration of the Spokane City Council as soon as practical. It is anticipated that the Ordinance will be brought to the Spokane City Council for their consideration and possible approval in late May, 2019.

Recommendation certified true and complete by the Chairperson of the Neighborhood Project Advisory Committee:

Kimberly Lawrence
Printed Name

5/28/19
Date


Signature

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

06/17/2019

Date Rec'd

6/5/2019

Clerk's File #

ORD C35784

Renews #**Submitting Dept**

COMMUNICATIONS

Contact Name/Phone

MARLENE FEIST 6505

Contact E-Mail

MFEIST@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Agenda Item Name

0330 - SBO FOR MEDIA MANAGER POSITION

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

Amending Ordinance No. C-35703 passed by Council on December 10, 2018 and moving funds within the Communications Fund 0330, FROM: Reserve for Total Compensation \$51,252; TO: Communications Fund Various Accounts \$51,252.

Summary (Background)

This SBO budgets the Media Manager position in Communications that was anticipated with adoption of the 2019 City budget. The position description has been approved by the Civil Service Commission and the M&P Bargaining Unit.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Dept Head**

FLEIGER, NATHAN

Division Director

FEIST, MARLENE

Finance

BUSTOS, KIM

Legal

DALTON, PAT

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

Urban Experience

Distribution List**Additional Approvals****Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This is a 1yr contract with 2 1yr renewal options. June 1, 2019 - May 31, 2020. Contract total is \$303,936.00 including tax.

Summary (Background)

It is a way to leverage information and data we already have to facilitate broader use, system migration, performance management, and key initiatives that require data from multiple different sources at the local, State, and Federal level. It additionally allows the City to move towards a real-time reporting and dashboard environment. The end state of this implementation is to have the top 12 systems data in an accessible data platform with key relationships (citizen and location) pre-built so internal and future external users can access the data in real time for analysis, reporting, or other uses.

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

Distribution List

ORDINANCE NO C35784

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Communications Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0330-37100	Communications Fund	
	18900-59954	Reserve for Total Cost Compens	<u>\$ 51,252</u>
TO:	0330-37100	Communications Fund	
	18900-06000	Media Manager	\$ 34,872
	18900-51640	Deferred Compensation-Matching	1,050
	18900-52110	Social Security	2,668
	18900-52210	Retirement	3,226
	18900-52310	Medical Insurance	8,165
	18900-52320	Dental Insurance	875
	18900-52330	Life Insurance	225
	18900-52340	Disability Insurance	108
	18900-52400	Industrial Insurance	63
			<u>\$ 51,252</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to create a new Media Manager position in Communications, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

Consent Agenda – Urban Experience

Division & Department:	Communications Department
Subject:	Creation of Media Manager position
Date:	7/10/2019
Contact (email & phone):	Marlene Feist; mfeist@spokanecity.org ; (509) 625-6505
City Council Sponsor:	Council President Ben Stuckart
Executive Sponsor:	Marlene Feist, Interim Communications Director
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This position supports the Strategic Plan goals around open and transparent government and enhanced customer service.
Strategic Initiative:	Sustainable Resources/Customer Service
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of an SBO to create the Media Manager position
Background/History: The continued growth of social media and other on-line communications channels, combined with changes in local media, has required the City to create more communications content to effectively provide citizens with information about the City's services and programs. The City is committed to providing information that citizens can use and that provides accountability on how we spent their dollars. Customer service and transparency of government are paramount goals. New media requires greater emphasis on video storytelling to relay information in a way that's convenient for citizens. The Communications Department has incorporated new video storytelling in a pilot program over the last couple of years with the use of a temporary-seasonal position and believes such an approach is integral to the ongoing communications efforts.	
Executive Summary: <ul style="list-style-type: none"> The creation of the Media Manager position was anticipated during the adoption of the 2019 budget, with funds budgeted in a Reserve for Budget Adjustment line. The Communications Department has worked with Civil Service to create the new position, and the Civil Service Commission approved the new position in May 2019. The M&P Association also has approved the position, and Human Resources has completed the salary review. The SBO would move money from the reserve for budget adjustment line to create the position and provide funding for the remainder of the year. 	
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:	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

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

06/17/2019

Date Rec'd

5/28/2019

Clerk's File #

RES 2019-0040

Renews #**Submitting Dept**

HOUSING & HUMAN SERVICES

Contact Name/Phone

GEORGE DAHL 6036

Contact E-Mail

GDAHL@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

1680 - PROGRAM YEAR 2019 ANNUAL ACTION PLAN

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

Resolution approving the 2019 Action Plan (7/1/19 - 6/30/20) component of the 2015-2020 Consolidated Plan for CDBG, HOME and ESG federal grant programs and approval to enter into an agreement with HUD and awarded organizations.

Summary (Background)

The Community, Housing, and Human Services Department has completed the process of preparing the 2019 Annual Action plan component of the 2015-2020 Consolidated Plan. CHHS requests City Council to adopt the attached resolution approving the plan which will allow CHHS to submit the plan to the U.S. Department of Housing and Urban Development (HUD) as required by federal regulation (24 CFR Part 91.220).

Fiscal Impact

Grant related? YES

Public Works? NO

Budget Account

Revenue \$ CDBG - \$3,727,898

1690-95576-99999-33114-XXXXX

Expense \$ CDBG - \$3,727,898

1690-95576-XXXXX-XXXXX-XXXXX

Revenue \$ HOME - \$1,181,603

1710-95579-99999-33114-XXXXX

Expense \$ HOME - \$1,181,603

1710-95579-XXXXX-XXXXX-XXXXX

Approvals**Dept Head**

KEENAN, KELLY

Division Director

CORTRIGHT, CARLY

Finance

HUGHES, MICHELLE

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

PS&CH 6/3/2019

Distribution List

kkeenan@spkanecity.org

tsigler@spokanecity.org

kburnett@spokanecity.org

cbrown@spokanecity.org

gdahl@spokanecity.org

chhsaccounting@spokanecity.org

Additional Approvals**Purchasing****GRANTS &**

BROWN, SKYLER



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Revenue **\$** ESG - \$276,545

Expense **\$** ESG - \$276,545

Budget Account

1540-95573-99999-33114-XXXXX

1540-99573-XXXXX-XXXXX-XXXXX

Distribution List

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Neighborhood & Business Services Division – Community, Housing, and Human Services Department
Subject:	Program Year 2019 Annual Action Plan
Date:	June 3, 2019
Author (email & phone):	George Dahl (gdahl@spokanecity.org / 625-6036)
City Council Sponsor:	N/A
Executive Sponsor:	Kelly Keenan
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)	2015-2020 Consolidated Plan for Community Development 2015-2020 Strategic Plan to End Homelessness
Strategic Initiative:	Safe and Healthy Urban Experience
Deadline:	June 3rd for Committee and June 10th for City Council final approval
Outcome: (deliverables, delivery duties, milestones to meet)	City Council approval of a Resolution to submit the 2019 Annual Action Plan to the Department of Housing and Urban Development, including authority for CHHS to enter into agreements with grantees.
<p>Background/History:</p> <p>CHHS seeks City Council approval of the Resolution to submit the 2019 Program Year Annual Action Plan as presented to the Department of Housing and Urban Development (HUD). The Action Plan contains activities that meet identified community need and allow the City of Spokane to access federal funding for the Community Development Block Grant Program (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Grant Program (ESG). Activities supported through the Annual Action Plan include rehab of existing single family housing, creation of additional multi-family affordable housing, and community and social services support.</p> <p>Total awards from these three grant programs covered by the 2019 Plan are expected to be \$4,730,046.00.</p> <ul style="list-style-type: none"> • \$3,271,898.00 (CDBG) • \$1,181,603.00 (HOME) • \$276,545.00 (ESG) 	
<p>Executive Summary:</p> <p>The CHHS Board held a Public Hearing on Wednesday, May 1, 2019 to review the 2019 Program Year Action Plan. During the Public Hearing, CHHS staff reviewed each project selected for funding and expected resources/revenues. No public comment was received during this meeting. The 30-day public comment period ends on Friday, May 31, 2019. At the time of this briefing, CHHS has not received any public comment on the 2019 Program Year Action Plan.</p> <p>Each funded activity will provide a benefit to low and moderate income individuals throughout the City of Spokane. Additionally, activities funded in the 2019 Action Plan will support the Needs and Goals Identified in the 2015 – 2020 Consolidated Plan.</p> <ul style="list-style-type: none"> • Needs: <ul style="list-style-type: none"> ○ Safe Affordable Housing Choice ○ Basic and Special Needs and Reduce Homelessness ○ Community Development and Economic Opportunities 	

- **Goals:**

- Expand Safe Affordable Housing Choices
- Prevent and Reduce Homelessness
- Provide Opportunities to Improve Quality of Life
- Support Vibrant Neighborhoods
- Expand Economic Opportunities

Program Year 2019 begins on July 1, 2019 and ends on June 30, 2020.

Contents included in the Annual Action Plan include the following:

- Expected Resources
- Annual Goals and Objectives
- Projects
- Geographic Distribution
- Affordable Housing
- Homeless and Other Special Needs Activities
- Barriers to Affordable Housing
- Other Actions
- Program Specific Requirements

A copy of the draft 2019 Action Plan for public comment is available for review on the CHHS Department webpage (<https://my.spokanecity.org/chhs/documents/>). Citizens may also review the public hearing presentation and Citizen Participation Plan in this same location.

HUD requires local jurisdictions to submit their annual action plans no later than August 16th. Failure to do so will result in a loss of grant funds (24 CFR Part 91.15).

The CHHS Board will vote on approval of the 2019 Annual Action Plan at their meeting 6/5/19.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No
Annual/Reoccurring expenditure? ☒ Yes ☐ No
If new, specify funding source: N/A
Other budget impacts: N/A

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ☒ No
Specify changes required: N/A
Known challenges/barriers: N/A

RESOLUTION 2019-0040

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

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

WHEREAS, under the Housing and Community Development Act and the National Affordable Housing Act, the City of Spokane is "entitled" upon proper application to receive funds for the program year 2019 of approximately \$3,271,898 - Community Development Block Grant (CDBG), \$1,181,603 – HOME Investments Partnership Program (HOME), \$276,545 - Emergency Solutions Grant (ESG); and

WHEREAS, the Community, Housing, and Human Services Department of the City of Spokane has prepared a report describing the nature of the application and the process and procedures followed in its preparation; and

WHEREAS, during the course of the application process, a plan for citizen participation was developed and implemented which permitted citizens to participate in the preparation of the program and to articulate their needs, preferences, and priorities; and

WHEREAS, citizens were given full information concerning funds available for proposed community development and housing assistance, the range of activities that may be undertaken, the estimated amount of CDBG, HOME, and ESG funds proposed to be used for activities that will benefit persons of low and moderate income, and other important program requirements; and

WHEREAS, citizen participation was extensive throughout the many public meetings and hearings which were held to obtain the view of Spokane citizens on community development and housing needs; and

WHEREAS, as a result of citizen's effort and City staff assistance, the Community, Housing, and Human Services Department and the Community, Housing, and Human Services Board has prepared an application for funds under the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act, as amended, and recommended to the City Council its adoption and approval;

Now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL:

1. The City Council finds:

- a) that in preparing the 2019 Action Plan Component of the Consolidated Community Development and Housing Plan (Action Plan) and for Title 1 CDBG funds, HOME funds and ESG funds, all rules and regulations as promulgated under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act, as amended, have been complied with;
- b) the Community, Housing, and Human Services Department, the Community, Housing, and Human Services Board, and the program participation with citizen/government participation are in the public interest and beneficial to the physical environment of our community and quality of life therein;
- c) the certifications have been reviewed and the commitments of this City are understood.

2. That the 2019 Action Plan and for CDBG, HOME, and ESG funds is hereby approved. The Mayor is authorized to sign and directed to file the same on or after June 10, 2019, to execute such additional documents as required, to request and secure the release of Community Development Title I funds, to provide such other information as may be required to obtain the funds and execute the projects, and to proceed with project execution upon HUD approval of the Action Plan with the Community, Housing, and Human Services Department and the Community, Housing, and Human Services Board acting for the City Council as the policy body guiding project execution including executing contracts for the projects identified in the Community, Housing, and Human Services Department Action Plan.

Adopted by the City Council _____

City Clerk

Approved as to form:

Assistant City Attorney

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

06/17/2019

Date Rec'd	5/28/2019
Clerk's File #	RES 2019-0041
Renews #	
Cross Ref #	OPR 2019-0425
Project #	
Bid #	SOLE SOURCE
Requisition #	VALUE BLANKET

Submitting Dept	FLEET OPERATIONS
Contact Name/Phone	DAVID PAINE 625-7706
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	5100-HOTSY SOLE SOURCE RESOLUTION

Agenda Wording

Resolution declaring Hotsy of Spokane (Spokane, WA) a sole source provider and authorizing services for the City of Spokane Fleet Services Department Wash facility in the estimated amount of \$70,000 yearly, including tax, for five years.

Summary (Background)

This is a sole source resolution to maintain the pressure washing equipment in Fleet to a standard that minimizes costs as well as equipment downtime. We recommend approval of the sole source resolution of Hotsy of Spokane for the maintenance, repairs, and detergent supplier for the equipment utilized by the Fleet Services Department. Funding for this is available in the Fleet operating budget. 5 year value blanket estimated at \$70,000 per year.

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

Expense	\$ 70,000	# 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	dpaine, mmartinez	
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>	PRINCE, THEA		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This ordinance also allows the Chief of Police and the Director of Parks to grant authorization to operate a utility vehicle on public property. It also sets license and registration requirements.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Works, Fleet Services
Subject:	Declare Hotsy of Spokane a Sole Source vendor
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: The Fleet Services Department utilizes five (5) Hotsy pressure washing units of various configurations at the Broadway Fuel/Wash facility. Hotsy of Spokane provides warranty maintenance and supplies for the machines. The dealer is the only Hotsy dealer in the Spokane area.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> This is a sole source resolution to maintain the pressure washing equipment in Fleet to a standard that minimizes costs as well as equipment downtime. <u>Action</u> <ul style="list-style-type: none"> We recommend approval of the sole source resolution of Hotsy of Spokane for the maintenance, repairs, and detergent supplier for the equipment utilized by the Fleet Services Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is available in the Fleet operating 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:	

SOLE SOURCE RESOLUTION

A resolution declaring Hotsy of Spokane a sole source for the maintenance, service, and product supplier for the Hotsy pressure washing machines utilized by the Fleet Services Department, for a five year period.

WHEREAS, the Fleet Services Department utilizes five Hotsy pressure washing units of various configurations at City facilities, and

WHEREAS, Hotsy of Spokane provides warranty, maintenance, and supplies for the machines, and is the only such provider in the Spokane area; and

WHEREAS, the Hotsy brand soap provided by the dealer is necessary to maintain the warranties on, the equipment including a lifetime warranty on the heating coils for the units; and

WHEREAS, the dealer also provides monthly preventive maintenance service and inspections at no additional charge as part of the package; and

WHEREAS, the dealer has an extensive supply of parts and can readily respond to maintenance requests for the machines, which are used daily to clean city vehicles and equipment; and

WHEREAS, Hotsy of Spokane is the only vendor that can provide warranty service and the premium soap product recommended for the machines to maintain warranties; and

WHEREAS, the cost of the products and related services exceeds the 2019 public bid limit; -- Now, Therefore,

BE IT RESOLVED by the city council for the City of Spokane that it hereby declares Hotsy of Spokane a sole source for the maintenance, service and product suppliers for Hotsy pressure washing machines for a period of five (5) years at an estimated cost of \$70,000.00 per year.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:



Assistant City Attorney

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

06/17/2019

Date Rec'd

5/28/2019

Clerk's File #

RES 2019-0042

Renews #**Submitting Dept**

CITY COUNCIL

Contact Name/Phone

BEN 6256269

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

0320 POTENTIAL OPIOID MANUFACTURER OR DISTRIBUTOR LITIGATION

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

A resolution requesting that the Spokane City Attorney provide to the City Council an analysis and recommendation concerning possible legal action against the manufacturers and distributors of addictive opioid medication.

Summary (Background)

This resolution requests the City Attorney provide to the City Council an analysis of the feasibility and a recommendation of pursuing legal action against opioid manufacturers for actively misleading Spokane citizens about the addictive nature of their drugs, and distributors for failing to act on federally-required safeguards that allowed thousands of suspicious orders of opioids to be shipped without notification to law enforcement.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

MCDANIEL, ADAM

Study Session

May 23, 2019

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

BUSTOS, KIM

Distribution List**Legal**

DALTON, PAT

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This resolution also recognizes the opioid epidemic as a clear link between prescription opioid abuse and the proliferation of illicit heroin and fentanyl use, and recognizes the epidemic's impact on Spokane and its citizens.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

RESOLUTION NO. 2019-0042

A resolution requesting that the Spokane City Attorney provide to the City Council an analysis and recommendation concerning possible legal action against the manufacturers and distributors of addictive opioid medication.

WHEREAS, prescription opioids such as hydrocodone (*Vicodin*), oxycodone (*OxyContin* & *Percocet*), codeine, and fentanyl are commonly-prescribed painkillers; and

WHEREAS, these prescription opioids are molecularly similar to, and perform similar actions in the brain as, heroin; and

WHEREAS, studies show that prescription opioid misuse is a risk factor for heroin use and that individuals with opioid addiction often use heroin as a cheaper alternative to prescription opioids; and

WHEREAS, opioid manufacturers have been accused of using deceptive marketing and sales tactics and of manipulating scientific studies to mislead prescribers and Spokane residents about the addictive nature of their pills; and

WHEREAS, one of these manufacturers, Purdue Pharma, was criminally prosecuted and pled guilty to misbranding *Oxycontin*, but continues to generate billions of dollars from its sale of opioids today; and

WHEREAS, Washington Attorney General Bob Ferguson brought suit against Purdue Pharma in 2017 for “embarking on a massive deceptive marketing campaign and convincing doctors and the public that their drugs are effective for treating chronic pain and have a low risk of addiction, contrary to overwhelming evidence”; and

WHEREAS, three companies, which collectively earned more than \$481 billion in 2018 (McKesson, Cardinal Health, and AmerisourceBergen) shipped more than 2 billion opioid pills into Washington state between 2006 and 2014, filling more prescriptions in 2008 than there were people in Spokane County; and

WHEREAS, that same year, 89 Spokane County residents died due to opioid overdoses - the highest number of opioid-related deaths ever recorded in Spokane County; and

WHEREAS, Attorney General Ferguson brought suit against McKesson, Cardinal Health, and AmerisourceBergen in 2019, arguing that they failed to alert law enforcement to suspicious opioid orders and made billions of dollars shipping large quantities of oxycodone, fentanyl, hydrocodone, and other prescription opioids into the state, and alleging that these shipments helped fuel Washington’s opioid epidemic; and

WHEREAS, Spokane County's per capita rate of opioid prescriptions outpaces the statewide average, and since 2012 has been higher than the rate of such prescriptions in King, Pierce, Snohomish, Clark, and Thurston Counties, according to Prescription Monitoring Program data from the Washington State Department of Health; and

WHEREAS, two Washingtonians on average die from opioid related overdose every day; and

WHEREAS, the Spokane County Medical Examiner reports that opioids killed over 250 Spokane County residents between 2012 and 2017; and

WHEREAS, from 2012 to 2016, heroin overdose deaths in Spokane County increased by 430%, from 1 per 100,000 residents to 5.3 per 100,000; and

WHEREAS, a Spokane Regional Health District study shows that opioid overdose hospitalizations in Spokane County have increased significantly since 2000 and are higher than the state average for such hospitalizations; and

WHEREAS, inpatient non-fatal accidental opioid overdose hospitalizations in Spokane County cost our community \$15.8 million in direct hospitalization charges from 2012-2016; and

WHEREAS, the City of Spokane's 2019 Homeless Point-in-Time Count shows that drug abuse is the third leading primary cause of homelessness in Spokane, of which opioid abuse is a contributor; and

WHEREAS, in response to an observed rise in the number of needles found in City parks, Parks staff have had to install safe needle disposal boxes in restrooms; and

WHEREAS, needles are often flushed down toilets in Spokane Public Libraries, causing an estimated \$800 per week in plumbing costs and causing Library staff to install blue lights in library bathrooms to discourage drug use in bathrooms; and

WHEREAS, the Spokane Police Department has seized heroin in Spokane up to 80% pure which can quickly lead to an overdose; and

WHEREAS, Spokane County Detention Services has seen an increase in the number of incarcerations for individuals arrested for possessing opioids; and

WHEREAS, heroin is the predominant substance that requires EMS response by the Spokane Fire Department during opioid overdoses; and

WHEREAS, over the past decade, Spokane's taxpayers have spent millions of dollars responding to the public safety, detention services, social services, public health, and homelessness impacts of the opioid epidemic; and

WHEREAS, the counties of Spokane, Walla Walla, Whitman, and Kitsap, and the Cities of Tacoma, Seattle, Kent, and Olympia are all pursuing legal action against opioid manufactures and opioid distributors.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council recognizes the opioid epidemic as a clear link between prescription opioid abuse and the proliferation of illicit heroin and fentanyl use, and recognizes the epidemic's vast and increasing scale and cost in human lives lost, families and careers destroyed, and significant public safety and health system impacts.

BE IT FURTHER RESOLVED, the City Council requests that the City Attorney provide to the City Council an analysis of the feasibility of pursuing legal action against opioid manufacturers for actively misleading Spokane citizens about the addictive nature of their drugs, and for failing to act on federally-required safeguards that allowed thousands of suspicious orders of opioids to be shipped without notification to law enforcement, as well as any other causes of action which may be appropriate or necessary.

BE IT FINALLY RESOLVED, that the City Council requests a recommendation from the City Attorney as to whether to initiate new litigation, or participate in ongoing litigation, to hold these manufacturers accountable for the harms they may have caused in our community.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper Study Session

Division & Department:	City Council
Subject:	A resolution requesting that the Spokane City Attorney provide to the City Council an analysis and recommendation concerning possible legal action against the manufacturers and distributors of addictive opioid medication.
Date:	May 13, 2019
Contact (email & phone):	bstuckart@spokanecity.org ; 509-625-6258
City Council Sponsor:	Ben Stuckart & Breean Beggs
Executive Sponsor:	N/A
Committee(s) Impacted:	Public Safety; Finance & Administration; Urban Experience
Type of Agenda item:	Resolution
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Safer Community; Our Most Vulnerable; Affordable Services
Deadline:	Will file after committee
Outcome: (deliverables, delivery duties, milestones to meet)	Analysis and recommendation from City Legal on possible legal action against the manufacturers and distributors of addictive opioid medication.

“As the opioid crisis continues to intensify, a multi-pronged approach to addressing this very serious national issue must be implemented. Holding accountable those who recklessly manufacture and peddle these narcotics is an important step towards resolving this widespread abuse of the vulnerable.”

Craig Meidl, Spokane Police Chief

What are opioids?

Prescription opioid medication is generally used to treat moderate to severe pain. Commonly prescribed opioids include hydrocodone (*Vicodin*), oxycodone (*OxyContin* & *Percocet*), codeine, and fentanyl (National Institute of Drug Abuse, 2018). Opioids work by blocking pain signals sent to the brain which then releases the dopamine that creates feelings of euphoria. Side effects of opioids include respiratory depression, nausea, and paranoia (Hooten, 2018). The majority of opioids prescribed in Spokane County are hydrocodone (Spokane Regional Health District, 2018). More than 20% of patients prescribed opioids misused them (Medical Reserve Corp of Eastern Washington, 2019).

Heroin is an illegal opioid drug processed from morphine. Heroin and prescription opioids are molecularly similar and result in similar brain responses. According to a study by CM Jones and the Center for Disease Control and Prevention, more than 80% of heroin users in 2008-2010 used prescription opioids for non-medical use prior to their heroin use (Jones, 2013). Studies also show that

some opioid users turn to heroin as a cheaper alternative to prescription opioids (Cicero, Ellis, Surrat, & Kurtz, 2014). Black tar heroin, manufactured mostly in Mexico, is the most common type of heroin in Washington (Medical Reserve Corp of Eastern Washington, 2019).

Fentanyl is a synthetic opioid that is much more potent than morphine and heroin. In 2009, a Spokane man was arrested for stealing fentanyl from senior facilities; he even removed the fentanyl patches actively in use by patients. This man called fentanyl “the most addictive drug I’ve ever done” (Lawrence-Turner, 2009). Fentanyl is sometimes added to counterfeit pills to make it look like common prescription opioids, greatly increasing the risk of accidental overdose (Nadvornick, 2018).

Other synthetic opioids include naloxone, tramadol, and carfentanil. China is one of the largest producers of chemicals necessary to manufacture methamphetamine and synthetic opioids. China manufacturers and ships a majority of the fentanyl found in the United States (Knierim, 2018).

Prescription Opioid Manufacturers

[Purdue Pharma](#) is a privately held pharmaceutical company who engaged in reckless marketing and promotion of *Oxycontin*, a Schedule II narcotic, over a period of more than twenty years helped lead to the opioid epidemic facing Spokane. Purdue Pharma’s aggressive sales campaign and manipulation of scientific studies changed the prescribing habits of physicians and misled physicians and the public about the addictive nature of their pills. Much of Purdue’s data to prove the purported non-addictiveness of *Oxycontin*, was based on a 1980 five sentence letter to the editor¹ published in a medical journal (Quinones, 2015). In 2007, Purdue pled guilty to criminal charges of misbranding *OxyContin*. Still, after their guilty plea, the sales of opioids by Purdue rose. Today, Purdue Pharma generates more than \$2 billion annually for their sale of *Oxycontin* (Spokane County v. Purdue Pharma, 2018). Washington State Attorney General Bob Ferguson (and the City of Seattle [separately](#)) filed a [lawsuit](#) against Purdue Pharma on September 28, 2017 for “embarking on a massive deceptive marketing campaign and convincing doctors and the public that their drugs are effective for treating chronic pain and have a low risk of addiction, contrary to overwhelming evidence” (Aho, AG Ferguson sues one of the nation’s largest opioid manufacturers over state’s opioid epidemic, 2017).

Other prescription opioid manufacturers include (Spokane County v. Purdue Pharma, 2018):

- Endo, with 2018 revenues over \$2.9 billion dollars, began selling a generic version of *OxyContin* in 2005. They were also the manufacturers of *Opana ER*, removed from the market in 2017.
- Janssen (owned by Johnson & Johnson), manufactured the fentanyl patch known as *Duragesic* and *Nucynta ER* used for moderate chronic pain.
- Cephalon, acquired by Teva, manufactured fentanyl pills and lozenges known as *Fentora* and *Actiq* respectively. Cephalon pled guilty to criminal charges for misleading marketing of *Actiq* and other drugs in 2008.
- Actavis, a company combined with Allergan, is a seller of generic opioid medication.
- Mallinckrodt, with revenues over \$3.2 billion in 2017, markets and sells *Exalgo*, *Roxicodone*, and *Xartemis XR*. Mallinckrodt’s hydrocodone pills are also known by the street name “M’s” (Bernstein & Higham, 2017).

These manufacturing companies controlled advocacy front groups² and funded medical professionals to push opioids as a treatment for chronic pain. Some of these same medical professionals attempted to use their influence to shift opinions against the Washington State Legislature’s efforts to address the opioid epidemic in our state (Fine, Fishman, & Savage, 2010). Some doctors and pain clinics (known as “pill mills”) helped further the spread of opioids across the country, including Spokane. One pill mill based in Los Angeles trafficked more than 1 million pills to Everett (Spokane County v. Purdue Pharma, 2018). The evidence is clear that Purdue Pharma and other opioid medical manufacturers targeted marketing and sales efforts to pill mills and to physicians known to overprescribe opioids. These sales

¹ Addiction Rate in Patients Treated with Narcotics – Jane Porter and Herschel Jick, MD,
<https://www.nejm.org/doi/10.1056/NEJM198001103020221>

² American Pain Foundation; American Academy of Pain Medicine; Pain & Policy Studies Group

professionals even guided Washington state doctors to prescribe more opioids even when this policy conflicted with Washington state guidelines (Spokane County v. Purdue Pharma, 2018).

Prescription Opioid Distributors

In 2008, three Fortune 15 companies [McKesson](#), [Cardinal Health](#), and [AmerisourceBergen](#) shipped enough opioid pills to Spokane County to supply every resident with a prescription (Aho, Ferguson: Distributors Ignored Red Flags While Pouring Staggering Amounts Of Opioids Into Washington, 2019). That same year, 89 Spokane County residents lost their lives to opioids – the largest number of opioid deaths on record in a single year in the county. Washington State Attorney General Bob Ferguson filed a [lawsuit](#) against these companies on March 12, 2019, alleging these companies shipped oxycodone, fentanyl, hydrocodone, and other prescription opioids into Washington when they knew (or should have known) the pills would end up being abused by addicts and distributed by drug dealers. In all, these companies shipped more than 2 billion pills to Washington state between 2006 and 2014 (Aho, Ferguson: Distributors Ignored Red Flags While Pouring Staggering Amounts Of Opioids Into Washington, 2019). These companies, although repeatedly fined for failing to follow Drug Enforcement Agency rules, collectively earned over \$481 billion dollars in revenue in 2018 (Fortune, 2019).

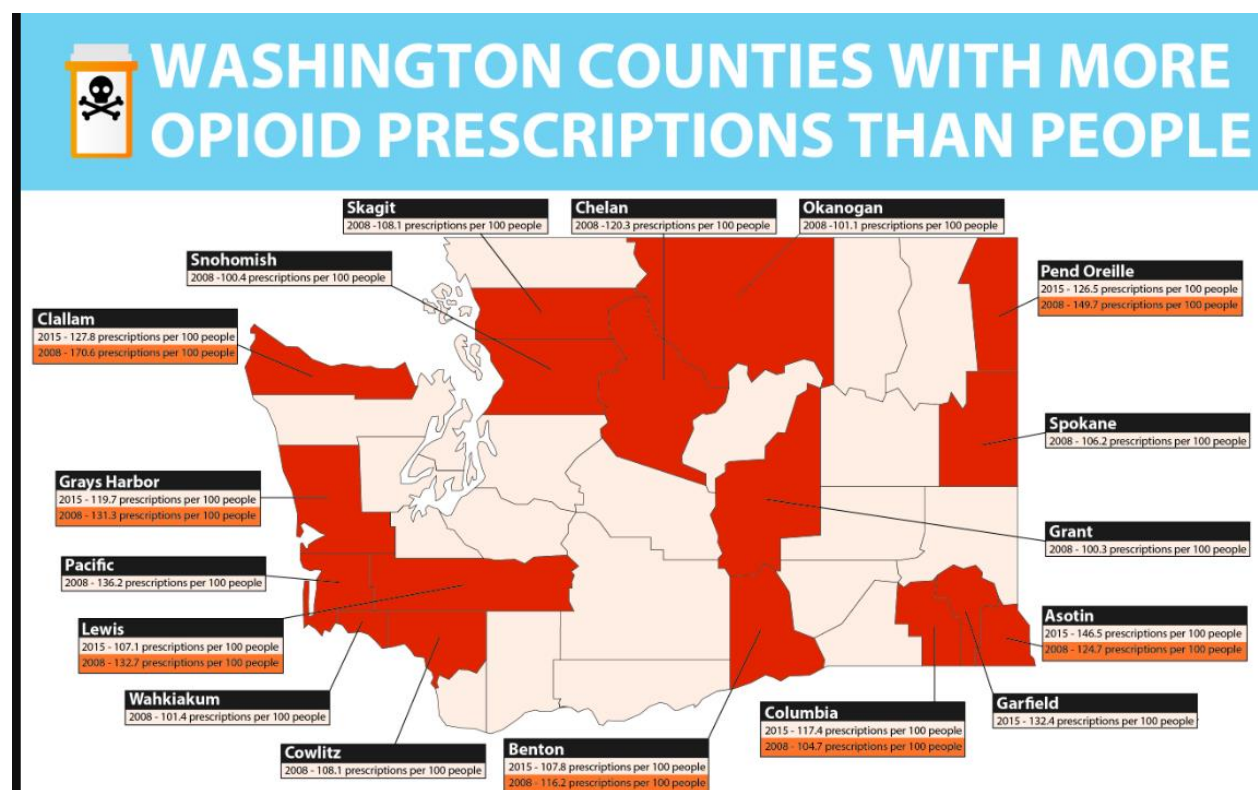
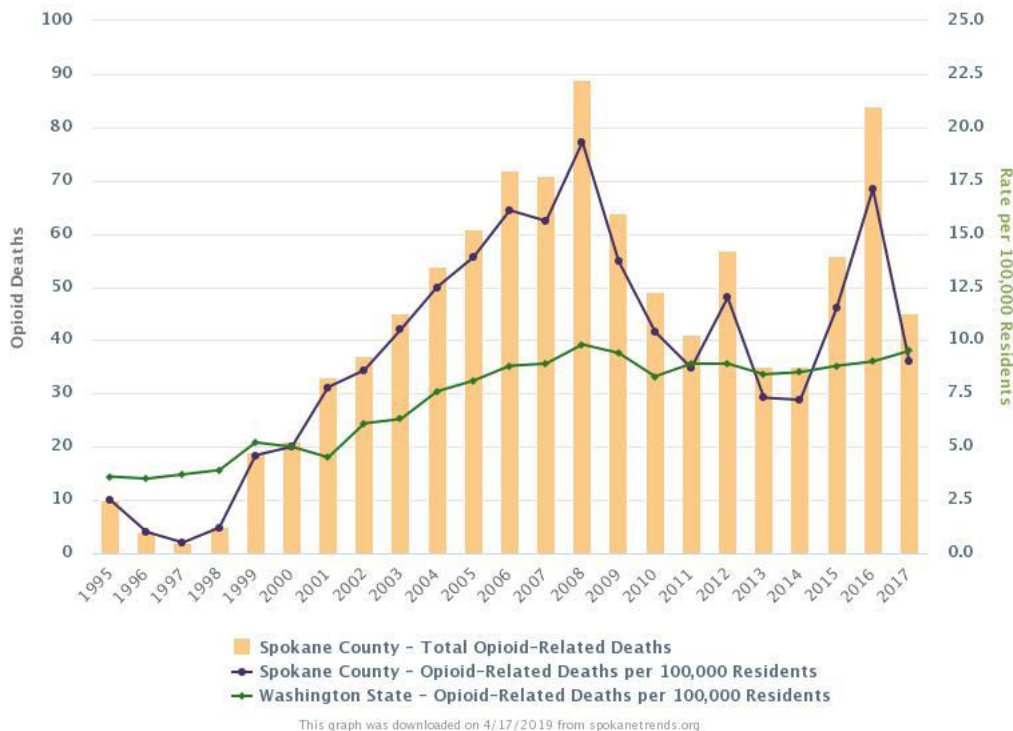


Figure 1 Office of the Washington Attorney General/Center for Disease Control & Prevention

Local Health Impacts of Opioid Abuse

Between 2012 and 2017, more than 250 Spokane County residents lost their lives to opioid overdoses (Office of the Medical Examiner, 2017). Opioids have killed more Washingtonians than car accidents and firearms over the last decade (Aho, Ferguson: Distributors Ignored Red Flags While Pouring Staggering Amounts Of Opioids Into Washington, 2019).

5.1.7 Total Opioid-Related Deaths and Rate per 100,000 Residents



Spokane County Accidental Deaths from Opioids 2014-2018 (Spokane County Medical Examiner)

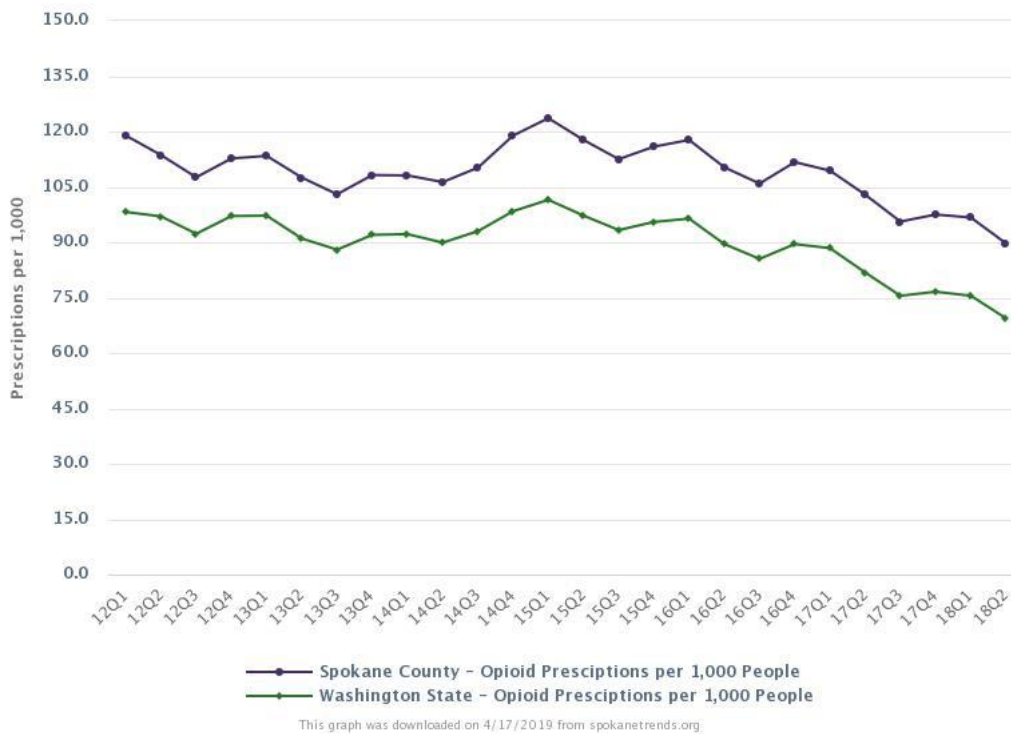
	Hydrocodone	Oxycodone	Methadone	Morphine	Heroin
2012	15	9	18	Unknown	2
2013	6	8	11	11	5
2014	13	12	9	7	7
2015	11	10	8	14	22
2016	14	16	15	15	25
2017	6	7	7	7	16

The 2016 Spokane Regional Health District's report, *Opioid Overdose & Misuse*, revealed that one in 20 high school students in Spokane County used an opioid medication to get high in the last 30 days (Spokane Regional Health District, 2018). The report also found opioid abuse is more likely among men, people who are low-income, or those with low education levels. Spokane Regional Health District Needle Exchange program data also shows American Indians/Alaska Natives are overrepresented in the program as compared to their overall population percentages (Spokane Regional Health District, 2018).

From 2012 to 2016, heroin overdose deaths in Spokane County increased by 430%, from 1 per 100,000 residents to 5.3 per 100,000. During that same period, Spokane Regional Health District Needle Exchange program users indicated heroin as their preferred drug of choice (Spokane Regional Health District, 2018). Heroin has been the leading cause of accidental opioid deaths since 2015, however non-heroin opioids (illicit or prescribed) combined contribute to more deaths overall. Spokane Police Officers indicate they have seized heroin up to 80% pure. Heroin this pure can quickly lead to an overdose (Alexander, Opioid deaths are focus of concern in Spokane, but new law could help, 2016).

Although the rate of opioid prescriptions are falling, the rate of opioid prescriptions for Spokane County still outpace the statewide prescription rate based on Washington State Department of Health Prescription Monitoring Program data. In fact, the rate of opioid prescriptions in Spokane County has outpaced King, Pierce, Snohomish, Clark, and Thurston Counties since 2012.

5.1.8 Recipients of Opioid Prescriptions per 1,000 Residents



Importantly, the reduction in opioid prescriptions doesn't end the dependence on the drug for Spokane residents. Dr. Bob Lutz, Spokane Regional District Health Officer explains, "If you don't have access to a medication that you have become addicted to, then you will find a similar medication that's, unfortunately, often times on the street" (Nadvornick, 2018).

Opioid-related hospitalizations in Spokane County increased significantly from 2000 to 2016 and outpaced the Washington state hospitalization rate for heroin and methadone in 2016. The total charges for non-fatal opioid overdosing hospitalizations between 2012 and 2016 was \$15.8 million dollars (Spokane Regional Health District, 2018).

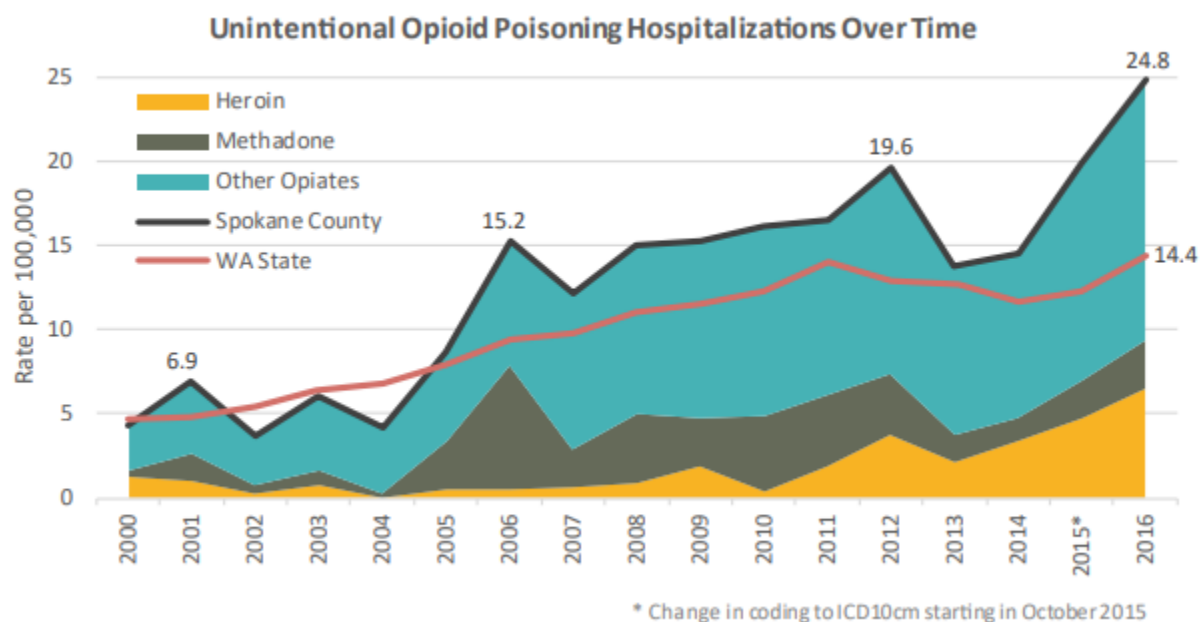


Figure 2 Spokane Regional Health District

Spokane response to opioid epidemic – selected actions

The Spokane Regional Health District's [Opioid Treatment Program](#) uses a "medication-assisted approach in which individuals experience a decrease in withdrawal symptoms and cravings typically associated with opioid use (Spokane Regional Health District, n.d.). The program serves nearly 1,000 people.

The Spokane Regional Health District also provides [needle exchange services](#) which lowers the risk of HIV and Hepatitis B and C transmissions. The Spokane Regional Health District received a grant from the Center for Studies for Addiction and University of Washington Alcohol Drug Abuse Institute for [Narcan](#) kits in 2016. Since 2017, Narcan has reversed 257 overdoses at the SRHD needle exchange. The SRHD's Medical Reserve Corp has provided trainings to Spokane County agencies on the use of Narcan including training the Spokane Police Department which then used Narcan to save several Spokane citizens suffering from opioid overdoses (Van Tassel, 2017). All Spokane Police Officers are equipped with Narcan (Hanrahan & Riordan, 2019). Spokane Firefighters used Narcan more than, 1,400 times between 2014 and 2017 (Ryals, 2017). Overdose victims are legally protected in Washington state (Medical Reserve Corp of Eastern Washington, 2019).

Spokane Parks and Recreation staff have seen an increase in the number of needles found in City parks. Spokane Parks and Recreation has installed safe needle disposal boxes in some park restrooms to reduce the number of needles found in the parks (Worthington, 2019).

Spokane Public Libraries, after paying \$800 per week in plumbing costs for needles flushed down toilets, installed blue lights which are used to deter drug users from finding veins. Spokane Public Library Director Andrew Chanse explained that the use of drugs in the City's libraries is a symptom of the larger opioid epidemic (White, 2019).

Other Agency Actions

The following selected agencies are pursuing legal action against the manufacturers and/or distributors of prescription opioids: [Spokane County](#), City of Tacoma, City of Seattle, City of Olympia, City of Kent, Pierce County, Thurston County, Clark County, Whatcom County, Walla Walla County, Whitman County, and Kitsap County.

Resolution Actions

- This resolution requests the City Attorney provide to the City Council an analysis of the feasibility and a recommendation of pursuing legal action against opioid manufacturers for actively misleading Spokane citizens about the addictive nature of their drugs, and distributors for failing to act on federally-required safeguards that allowed thousands of suspicious orders of opioids to be shipped without notification to law enforcement.
- This resolution also recognizes the opioid epidemic as a clear link between prescription opioid abuse and the proliferation of illicit heroin and fentanyl use, and recognizes the epidemic's impact on Spokane and its citizens.

Budget Impact:

TOTAL COST: N/A

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: None

Resources

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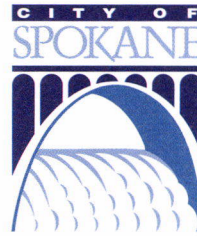
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OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

April 22, 2019

City Clerk File No.:
ORD C35759
CR: OPR 2019-0280

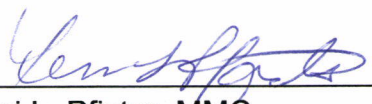
COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35759 REFORMULATING THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

During the Spokane City Council's 3:30 p.m. Administrative Session held Monday, April 22, 2019, as it pertains to Ordinance C35759, Council Member Mumm indicated a potential conflict was found because road standards are not spelled out in the agreement (with the County). She stated there is a requirement in the UGA to meet public road standards and those standards might be different for the future City of Spokane than the County. To make sure the City is very clear on what its requirements are going to be inside its UGA, she requested a deferral of Final Reading Ordinance C35759 for a month. The following action was taken:

Motion by Council Member Mumm, seconded by Council Member Stratton, **to defer** Final Reading Ordinance C35759 (reformulating the Northeast Public Development Authority and approving its charter and bylaws) for one month *(to June 3, 2019); **carried 5-1 (Council Member Fagan voting "no" and Council Member Burke absent).**

(Clerical Note: Monday, May 28, 2019, is Memorial Day and the Tuesday, May 28, 2019, regularly scheduled meeting is canceled; and so Ordinance C35759 is deferred to June 3, 2019)



Terri L. Pfister, MMC
Spokane City Clerk



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

April 15, 2019

City Clerk File No.:
ORD C35759
CR: OPR 2019-0280

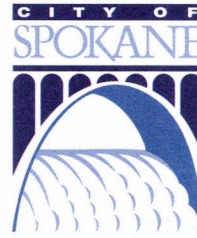
COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35759 REFORMULATING THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

During its 6:00 p.m. Legislative Session held Monday, April 15, 2019, the Spokane City Council considered Final Reading Ordinance C35759 reformulating the Northeast Public Development Authority and approving its charter and bylaws. Subsequent to Council and staff discussion, the following action was taken:

Motion by Council Member Mumm, seconded by Council Member Kinnear, **to defer** for one week (and place on PIES Committee); **carried 5-1 (Council Member Fagan voting “no” and Council Member Burke absent).**

Terri L. Pfister, MMC
Spokane City Clerk



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

April 8, 2019

City Clerk File No.:
OPR 2019-0280
ORD C35759

COUNCIL ACTION MEMORANDUM

RE: INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING REFORMATION OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY and RELATED FIRST READING ORDINANCE C35759 REFORMULATING THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

During the Spokane City Council's 3:30 p.m. Briefing Session held Monday, April 8, 2019, Council President Stuckart requested a motion to first suspend Council Rules and then move the Interlocal Agreement between the City of Spokane and Spokane County regarding reformation of the Northeast Public Development Authority to the April 15, 2019, Current Agenda, so it can appear on the agenda for the Finance Committee next week. The following action was taken:

Motion by Council Member Fagan, seconded by Council Member Mumm, to suspend the Council Rules; **carried unanimously.**

Council President Stuckart then called for a motion to add Ordinance C35759 to first readings on the April 8 agenda and second reading on April 15 and to add (Current) Consent Item No. 15 (Interlocal Agreement with Spokane County) from the April 8th agenda to April 15th agenda. The following action was taken:

Motion by Council Member Mumm, seconded by Council Member Fagan, to add Ordinance C35759 to first readings on the April 8 agenda and second reading on April 15 and to add (Current) Consent Item No. 15 (Interlocal Agreement with Spokane County) from the April 8th agenda to April 15th agenda; **carried unanimously.**

At the City Council's 6:00 p.m. Legislative Session held April 8, Ordinance C35759—reformulating the Northeast Public Development Authority and approving its charter and bylaws—was read for the first time, with further action deferred.

Terri L. Pfister, MMC
Spokane City Clerk

ORDINANCE NO. C35759

AN ORDINANCE REFORMULATING THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

WHEREAS, the City of Spokane, Washington (City), is a State of Washington first class charter city organized and existing under the Constitution and laws of the State of Washington;

WHEREAS, the City is authorized by RCW 35.21.730 to create public development authorities to (i) administer and execute federal grants or programs, (ii) receive and administer private funds, goods or services for any lawful public purpose; (iii) improve governmental efficiency and services, (iv) improve the general living conditions in the urban areas in and around the City and (v) perform any lawful public purpose or public function; and

WHEREAS, the City initially created and established the Northeast Public Development Authority in November 2011 (ORD C-34813) to assist in providing economic development to the northeast portion of the City and provide economic stimulus and benefit the entire city and region. As a result of this Agreement between the Parties the prior PDA shall cease to operate; and

WHEREAS, Spokane County would like to participate and incorporate additional property to include the joint planning areas and UGA land north and east of the City boundaries; and

WHEREAS, the current PDA needs to be reformulated and revised to allow for additional property and inclusion of the County; and

WHEREAS, the City and Spokane County have entered into an Interlocal Agreement regarding the reformation of the Northeast Public Development Authority for the purpose of which is to realign resources, property and services to facilitate economic development and operation of the Northeast Public Development Authority; and

WHEREAS, the City Council hereby further finds that the reformation of the Northeast Public Development Authority will assist the City and the County in their joint desire to improve the economic conditions of the Northeast area of Spokane County:--
Now, Therefore,

The City of Spokane does ordain as follows:

1. That the Northeast Public Development Authority is hereby reformed pursuant to RCW 35.21.730 - .755 and RCW 35.21.757 - .759 and the Interlocal Agreement entered into between the City and County dated ____; and

2. That the Interlocal Agreement pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act) sets forth the terms and conditions between the City and the County for the operation of the reformed Northeast Public Development Authority; and

3. That the attached Charter and Bylaws for the reformed Northeast Area Public Development Authority are hereby approved.

PASSED BY THE CITY COUNCIL ON _____, 2019.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**AMENDED CHARTER OF THE
NORTHEAST PUBLIC DEVELOPMENT AUTHORITY**

Revised: _____

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AMENDED CHARTER OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY

ARTICLE I

Name and Seal

Section 1.1 Name. The name of this Authority shall be the NORTHEAST PUBLIC DEVELOPMENT AUTHORITY (the "Authority").

Section 1.2 Seal. The Authority's seal shall be a circle with the name "Northeast Public Development Authority" inscribed therein.

ARTICLE II

Authority and Limit on Liability

Section 2.1 Authority. The Authority is a public authority organized pursuant to RCW 35.21. 730 - [REDACTED] 757, as amended (the "Act") and the interlocal cooperation agreement entered into between the City of Spokane ("City") and Spokane County ("County") entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY ("the Interlocal Agreement") a copy of which is attached hereto as Attachment "1" and incorporated herein by reference. All provisions of the Interlocal Agreement are made a part of this Charter and adopted herein by reference. In the event on an inconsistency between the provisions of the Charter and the Interlocal Agreement, the Charter shall control.

Section 2.2 Limit on Liability. The Authority is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the Authority shall be satisfied exclusively from the assets, credit, and properties of the Authority, and no creditor or other person shall have any right of action against or recourse to the City or the County, their respective assets, credit or services, on account of any debts, obligations, liabilities or acts or omissions of the Authority.

Section 2.3 Mandatory Disclaimers. The following disclaimer shall be printed or stamped on all contracts, bonds and other documents that may entail any debt or liability by the Authority.

The Northeast Public Development Authority is a public authority organized pursuant to the laws of the State of Washington, RCW 35.21.730 through RCW 35.21.757. RCW 35.21.750 provides as follows:

[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such

corporation, commission or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority

ARTICLE III

Duration

The duration of the Authority shall be perpetual except as provided in the Interlocal Cooperation Agreement between the City and County

ARTICLE IV

Purpose

The purpose of the Authority is to provide a legal entity organized under RCW 35.21.730 - .755 and RCW 35.21.757 to undertake, assist with and otherwise facilitate the acquisition, construction, development equipping, leasing, operation and maintenance of public benefit projects ("the Projects") within the PDA boundaries as defined in the Interlocal Agreement in order to assist both the City and County in their ability to improve the economic conditions consistent with RCW 36.01.085 and RCW 35.21.703 in and around the City and County of Spokane. To the extent appropriate and consistent with the needs and objectives of the City and County, the Authority will acquire and manage real property, secure financing, undertake the construction and development of and otherwise accomplish all purposes required for development and management of the Projects.

To the extent appropriate and consistent with the needs and objectives of the City and County and to facilitate or provide for the Projects, the Authority will undertake and accomplish all activities necessary or convenient for the development, operation and implementation of the Projects.

For the purpose only of securing the exemption from federal income taxation for interest on obligations of the Authority, the Authority constitutes an authority an instrument of the City and County pursuant to the Interlocal Agreement (within the meaning of those terms in regulations of the United States Treasury and ruling of the Internal Revenue Service prescribed pursuant to Section 103 of the Internal Revenue Code of 1998, as amended).

ARTICLE V

Powers

Section 5.1 Powers. The Authority shall have and may exercise all lawful powers conferred by state laws, the Interlocal Agreement and Charter. The Authority in all of its activities and transactions shall be subject to the powers, procedures and limitations contained in State law and the Interlocal Agreement. Nothing in the Authority's Charter and Bylaws may contradict state law or the Spokane Municipal Code.

Section 5.2. Powers Generally

Except as limited by the Constitution and laws of the State of Washington, the interlocal agreement, and this Charter, the Authority has and may exercise all lawful powers necessary or convenient to affect the purposes for which it is created and to perform authorized corporate functions, including, without limitation, the power to:

- A. own and sell real and personal property;
- B. contract for any corporate purpose with a government, individual, association or corporation;
- C. sue and be sued in its name;
- D. lend and borrow funds;
- E. do anything a natural person may do;
- F. perform all manner and type of community services and activities;
- G. provide and implement such municipal and community services and functions as the City and County may, by legislative or contractual action direct;
- H. transfer any funds, real or personal property interests or services;
- I. receive and administer federal and private funds, goods or services for any lawful public purpose;
- J. purchase, lease, exchange, mortgage, encumber, improve, use, transfer and grant security interest in real or personal property;
- K. grant or acquire options on real and personal property;
- L. contract regarding income or receipts from real and personal property;
- M. issue negotiable bonds and notes in conformity with applicable provisions of state law in such principal amounts as in the discretion of the board are necessary or appropriate to provide sufficient funds for achieving any purpose of the Authority, upon the condition that:
 - 1. all bonds and notes, and liabilities occurring thereunder, shall be satisfied exclusively from the assets, properties and credits of the Authority; and
 - 2. no creditor or other person may have any recourse to the assets, credit or services of the City or County, unless the city council or the county commissioners by legislative action expressly guarantee such bonds or notes;
- N. contract for, lease and accept transfers, gifts and loans or funds and property from a:

1. government, including property acquired by any such governmental unit through the exercise of the power of eminent domain; and
 2. corporation, association, individual and any other source, and to comply with the terms and conditions therefor;
- O. manage, on behalf of a government, any property acquired by such entity through gift, purchase, construction, lease, assignment, default or exercise of the power of eminent domain;
- P. recommend to appropriate governmental authorities public improvements and expenditures in areas of the City or County in which the Authority by its Charter has a particular responsibility;
- Q. recommend to a government any property which, if committed or transferred to the Authority, would materially advance the public purpose for which the Authority is chartered;
- R. initiate, carry out and complete such improvements of benefit to the public, consistent with its charter, as a government may request;
- S. recommend to a government such tax, financing and security measures as the Authority may deem appropriate to maximize the public interest in activities in which the Authority by its Charter has a particular responsibility;
- T. lend its funds, property, credit and services for purposes of the Authority, or act as surety or guarantor for such purposes;
- U. provide advisory, consultative, training, educational and community services and advice to individuals, corporations, associations and governmental agencies, with or without charge;
- V. control the use and disposition of property, assets, and credit of the Authority;
- W. invest and re-invest its funds;
- X. fix and collect charges for services rendered or to be rendered and establish the consideration, if any, for property transferred;
- Y. maintain books and records as appropriate for the conduct of its affairs;
- Z. conduct its affairs, carry on its operations and use its property as allowed by law and consistent with this chapter, its charter and its bylaws;
- AA. name corporate officials, designate agents and engage employees, prescribing their duties, qualifications and compensation;

- BB. secure the services of consultants for professional services, technical assistance and advice;
- CC. identify and recommend to a government the acquisition by the appropriate governmental entity (for transfer to or use by the Authority) property and property rights which, if so acquired, whether through purchase or the exercise of eminent domain, and so transferred or used, would materially advance the purpose for which the Authority is chartered;
- DD. own and acquire property and property rights by purchase, gift, devise, or lease for the construction, maintenance or operation of off-street parking facilities, including the establishment and collection of parking fees and all other matter provided for in chapter 35.86 RCW and chapter 35.86A RCW;
- EE. exercise and enjoy such other powers as may be authorized by law.

Section 5.3 Limitation on Power. The Authority in all activities and transactions shall be limited in the following respects:

- A. The Authority has no power of eminent domain nor power to levy taxes or special assessments.
- B. The Authority may not incur or create any liability that permits recourse by any party or member of the public to any assets, services, resources or credit of the City or County.
 - 1. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and credit of the Authority.
 - 2. No creditor or other person may have any recourse to the assets, credit or services of the City or County on account of any debt, obligation, liability, act or omission of the Authority.
- C. Use of Funds.
 - 1. No funds, assets or property of the Authority may be used for any partisan political activity or to further the election or defeat of any candidate for public office.
 - 2. No funds nor a substantial part of the activities of the Authority may be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, the Legislature of the State of Washington, the Spokane City Council or the Spokane County Board of Commissioners.
 - 3. Notwithstanding subsections (1) and (2) of this section, funds may be used for representatives of the Authority to communicate with members

of Congress, state legislators, city council members and county commissioners concerning funding and other matters directly affecting the Authority, so long as such activities:

- a. do not constitute a substantial part of the Authority's activities;
and
- b. are not specifically limited in its charter.

D. All funds, assets and credit of the Authority must be applied toward or expended upon services, projects and activities authorized by its Charter. No part of the net earnings of the Authority may inure to the benefit of, or be distributable as such to, its directors or officers or other private persons, except the Authority is authorized and empowered to:

1. compensate its officials and others performing services for the Authority, including legal counsel, a reasonable amount for services rendered and reimburse reasonable expenses actually incurred in performing their duties;
2. assist its officials, as members of a general class of persons to be assisted by an Authority-approved project or activity, to the same extent as other members of the class as long as no special privilege or treatment accrues to such official by reason of status or position in the Authority;
3. defend and indemnify any current or former director or employee, and spouse and marital community thereof, against all costs, expenses, judgments and liabilities, including attorney's fees, reasonably incurred by or imposed upon such director or employee in connection with or resulting from any claim, action or proceeding, civil or criminal, by reason of being or having been an official of the Authority, or by reason of any action alleged to have been taken or omitted by him as such official, so long as the official was acting:
 - a. in good faith on behalf of the Authority, and
 - b. within the scope of duties imposed or authorized by law;
4. purchase insurance to protect and hold personally harmless any of its officials (including employees and agents) from any action, claim or proceeding instituted against the foregoing individuals arising out of the performance, in good faith, of duties for, or employment with, the Authority and to hold these individuals harmless from any expense connected with the defense, settlement or monetary judgment from such action, claim or proceeding;
5. sell assets for a consideration greater than their reasonable market value or acquisition cost, charge more for services that the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as gain is not the principal object or purpose of the Authority's transaction or activity and the gain is applied to or expended upon services, projects and activities

as aforesaid.

- E. The Authority may not issue shares of stock, pay dividends, make private distributions of assets, make loans to its directors or employees, or otherwise engage in business for private gain.

Section 5.4 Indemnification. To the extent permitted by law, the Authority shall protect, defend, hold harmless and indemnify any person who becomes a director, officer, employee or agent of the Authority, and who is a party or threatened to be made a party to a proceeding by reason related to that person's conduct as a director, officer, employee or agent of the Authority, against judgments, fines, penalties, settlements and reasonable expenses (including attorneys' fees) incurred by him or her in connection with such proceeding, if such person acted in good faith and reasonably believed his or her conduct to be in the Authority's best interests and if, in the case of any criminal proceedings, he or she has no reasonable cause to believe his conduct was unlawful. The indemnification and protection provided herein shall not be deemed exclusive of any other rights to which a person may be entitled as matter of law or by contract or by vote of the Board of Directors. The Authority may purchase and maintain appropriate insurance for any person to the extent provided by applicable law.

ARTICLE VI

Board of Directors

Section 6.1 Board Composition. An Administrative Board composed of the following positions shall govern the Authority:

- a. Permanent Board Members:
 - i. Two City appointments comprised of one elected official and one administrative position nominated by the Mayor and appointed by the City Council.,
 - ii. Two County appointments comprised of one elected official and one administrative position selected by the County Commissioners, and
- b. At-large Business Representative:
 - i. Three at-large business representatives who will be selected by the four (4) permanent Board Members as described in the above subparagraph 6.1.

Section 6.2 Terms of Office. The Term of Office for Authority Board members shall be as follows: individual Permanent Board members shall be for the term as employed or elected representative of the designated position and their term shall expire upon their departure from the City or County. At-large Business Representative shall be for a period of three (3) years, or as otherwise designated by a majority of the Permanent Board Members.

Section 6.3 Officers and Division of Duties. The Authority shall have four (4) officers. The same person shall not serve as both the Chair and any office responsible for the custody of funds and maintenance of accounts and finances. The initial officers of the Authority shall be the Chair, Vice-Chair, Treasurer and Secretary. These officers shall be members of the Board. The Chair shall be the agent of the Authority for service of process; the Bylaws may designate additional corporate officials as agents to receive or initiate process. Further duties of all officers may be provided for in the Bylaws. The Board shall oversee the activities of the corporate officers, establish and/or implement policy, participate in corporate activity, and shall have stewardship for management and determination of all corporate affairs.

Section 6.4 Committees. The Board shall have the authority to appoint such advisory committees to the Authority as the Board may from time to time determine appropriate. The appointment of other committees shall be provided for in the Bylaws.

Section 6.5 Removal of Board Member. Permanent board members may only be removed from the Authority Board upon their departure from the City or County. At-large board members shall be removed upon the expiration of their term.

ARTICLE VII

Meetings

Section 7.1 Board Meetings.

The Board shall meet as necessary but not less two meetings each year. Special meetings of the Board may be called as provided in the Bylaws. The Bylaws may provide that meetings shall be recorded and maintained by the Authority.

Section 7.2 Open Public Meetings. All meetings of the Board shall be conducted consistent with the Open Public Meetings Act (OPMA), chapter 42.30 RCW. Notice of meetings shall be given in a manner consistent with the OPMA. At such meeting, any citizen shall have a reasonable opportunity to address the Board either orally or by written petition. Voting by proxy is not permitted. Participation by a Board member by telephone or other electronic communication shall be permitted. Conduct of the meetings, including voting, shall be consistent with the OPMA.

Section 7.3 Parliamentary Authority. The rules of Robert's Rules of Order (revised) shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with the Charter or with the special rules of order of the Authority set forth in the Bylaws.

Section 7.4 Minutes. Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them as required by state law. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence. The Authority is required to maintain and provide in its office a compilation of all minutes and proceedings of the Board and resolutions of the Board.

ARTICLE VIII

Bylaws

The initial Bylaws may be amended to provide additional or different rules governing the Authority and its activities as are not inconsistent with this Charter, state law or the Interlocal Agreement. The Board may provide in the Bylaws for all matters related to the governance of the Authority, including but not limited to matters referred to elsewhere in the Charter for inclusion therein.

ARTICLE IX

Amendments to Charter and Bylaws

Section 9.1 Proposals to Amend Charter and Bylaws. Any Board member may introduce a proposed amendment to the Charter or to the Bylaws at any regular meeting or at any special meeting for which five (5) days advance written notice has been given to members of the Board. Proposals to amend the Charter or Bylaws shall be presented in a format that strikes over material to be deleted and underlines new material.

Section 9.2 Vote Required for Amendments to Charter or Bylaws. Resolutions of the Board approving proposed amendments to the Charter or Bylaws require an affirmative vote of a majority of the Board members voting on the issue, provided that such majority equals not less than four (4) votes.

Section 9.3 City Council and Spokane County Board of Commissioners' Approval of Proposed Charter. Future proposed Charter amendments adopted by the Board shall be submitted to the Spokane City Council and the Spokane County Board of Commissioners for adoption and approval.

Section 9.4 Amendment of Bylaws. The initial bylaws shall be approved by the City and County. Future bylaw amendments shall be approved by the Authority and shall take effect ten days after the amendments have been filed with the City Clerk and the Clerk of the Board of County Commissioners.

ARTICLE X

Commencement

The Authority shall commence its existence effective upon approval of its Charter by the Spokane City Council and Spokane County Board of Commissioners. The Charter shall be issued in quadruple originals, each bearing the City's official seal attested by the City Clerk and the County's official seal attested by the County Clerk. One original each shall be retained by the City Clerk and County Clerk and filed as a public record; one duplicate original shall be provided to the Authority. The Clerk shall give notice of the

issuance of the Charter to the Secretary of State and furnish a copy thereof and of this ordinance upon request.

ARTICLE XI

Dissolution

Dissolution of the Authority shall be in the form and manner required by state law and the Interlocal Agreement. Upon dissolution, all assets of the Authority shall be distributed pursuant to the Interlocal Agreement

ARTICLE XII

Approval of Charter

APPROVED by Ordinance No. _____ adopted by the City Council of the City of Spokane, Washington on _____, _____, 2019.

CITY OF SPOKANE

By: _____

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

APPROVED by Resolution No. _____ adopted by the Board of County Commissioners of Spokane County, Washington on _____, _____, 2019.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY KUNEY, Chair

AL FRENCH, Vice Chair

JOSH KERNS, Commissioner

Attest:

Approved as to form:

Ginna Vasquez
Clerk of the Board

Deputy Civil Prosecuting Attorney

AMENDED BYLAWS OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY

ARTICLE 1. DEFINITIONS

1.1 Authority

"Authority" means the Northeast Public Development Authority organized and reformed pursuant to RCW 35.21.730 - .755 and RCW 35.21.757 - .759 as they currently exist and may be amended.

1.2 Electronic Transmission

"Electronic transmission" means an electronic communication that indirectly transfers a record in a tangible medium so that the record may be directly reproduced in a tangible medium and may be retained, retrieved, and reviewed by the sender and the recipient.

1.3 Written Notice

Any "written notice" may be given by electronic transmission.

ARTICLE 2. OFFICES

The registered office of the Authority in the state of Washington is _____ Spokane, WA 99201. The Authority may have such other offices within Spokane County as the Board of Directors may designate.

ARTICLE 3. BOARD OF DIRECTORS

3.1 Power

Management and control of all Authority affairs shall reside in the Board of Directors (Board).

3.2 Number and Qualification

There shall be seven (7) voting directors of the Authority's Board.

The Board shall be composed of four (4) permanent Board members and three (3) at-large Board members as follows:

a. Permanent Board Members:

- i. Two (2) City appointments comprised of one elected official and one administrative position nominated by the Mayor and appointed by the City Council,

- ii. Two (2) County appointments comprised of one elected official and one administrative position selected by the County Commissioners, and

b. At-large Business Representative:

- i. Three (3) at-large business representatives who will be selected by the four (4) permanent Board Members as described in the above sub-paragraphs 3.2.

The Permanent Authority Board members shall remain members of the Board during their term as designated by their capacity with either of the City or County. The at-large business representatives will serve three (3) year terms, or as otherwise designated by a majority of the Permanent Board Members.

3.4 Duties of a Director

Directors owe the Authority a number of duties. First, directors must act in good faith, meaning act with good intentions. Second, directors must act in the best interest of the Authority. Directors have a special fiduciary relationship with the Authority and have the duty to act for the benefit of the Authority, not for their own personal benefit. Third, directors must act with due care. As a fiduciary, the Board is entrusted with the Authority's money and must be careful with the use of those funds. Among other things, each director must evaluate existing programs to determine if they are run efficiently and examine financial statements to ensure the Authority has adequate funds to pay its debts and that those funds are being used to further the organization's goals and mission. Fourth, each director must act as an ordinarily prudent person would act. Directors are expected to use common sense and practical judgment, not necessarily be experts in every matter the Board considers. However, if a Board member has a particular expertise, then this person will be expected to utilize this greater knowledge and be held to this standard in her/his conduct.

3.5 Regular & Special Meetings

The Board shall meet as necessary, but not less than two (2) meetings each year. Special meetings of the Board may be called as provided in the Bylaws and pursuant to state law. The Bylaws may provide that meetings shall be recorded and maintained by the Authority.

3.5.1 Open Public Meetings

All meetings of the Board shall be conducted consistent with the Open Public Meetings Act (OPMA), Chapter 42.30 RCW. Notice of meetings shall be given in a manner consistent with the OPMA. Voting by proxy is not permitted. Participation by a board member by telephone or other electronic communication approved by the Chair shall be permitted with prior notice given to the Chair.

3.5.2 Parliamentary Authority

Robert's Rules of Order (revised) shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with the Charter or with the special rules of order of the Authority set forth in the Bylaws.

3.5.3 Minutes

Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them as required by state law. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence. The Authority is required to maintain and provide in its office a compilation of all minutes and proceedings of the Board and resolutions of the Board.

3.5.4 Applicability of General Laws

A public corporation, commission, or authority created under the authority set forth in 1.1 above, and officers and multimember governing body thereof, are subject to general laws regulating local governments, multimember governing bodies, and local governmental officials, including, but not limited to, the requirement to be audited by the state auditor and various accounting requirements provided under chapter 43.09 RCW, the open public record requirements of chapter 42.56 RCW, the prohibition on using its facilities for campaign purposes under RCW 42.17A.555, the open public meetings law of chapter 42.30 RCW, the code of ethics for municipal officers under chapter 42.23 RCW, and the local government whistleblower law under chapter 42.41 RCW.

3.6 Quorum

At least four (4) members of the Board must be present at any regular or special meeting to comprise a quorum. At all meetings, except as otherwise provided by law or these by-laws, a quorum shall be required for the transaction of any business.

3.7 Manner of Acting

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors, unless the question is one upon which a different vote is required by express provision of law, the Charter or these Bylaws. Provided, votes regarding (a) debt; (b) approval of the Budget; (c) employment of the Authority executive director; (d) cost allocations made prior to issuance of Bonds; and (e) acquisition, sale, transfer, disposal, lease or conveyance of any interest in real property owned by the Authority shall require an affirmative vote of a majority of the Permanent Authority Board. Each Board Member shall have an equal vote and have the right to vote in all Board decisions.

3.8 Participation by Telecommunication

Directors may participate in a regular or special meeting of the Board by, or conduct the meeting through the use of, any means of communication by which all directors participating can hear each other during the meeting and participation by such means shall constitute presence in person at the meeting.

3.10 Board Committees

The Board of Directors may, by resolution adopted by a majority of directors, designate from among its directors one or more committees, each of which must have two (2) or more directors and shall be governed by the same rules regarding meetings, notice, waiver of notice, quorum, and voting as applicable to the Board of Directors. Each such committee shall have and may exercise only the authority specifically granted to it by the Board of Directors and these bylaws. The designation of any such committee and the delegation thereto of authority shall not relieve the Board of Directors, or any directors thereof, of any responsibility imposed by law on the Board of Directors.

3.10.1 Advisory Committees

In addition to Committees discussed in Section 3.10 above, the officers shall have the ability to appoint advisory committees to the Authority as from time to time determine appropriate.

3.12 Dissolution

Dissolution of the Authority shall be in the form and manner required by state law, the Interlocal Agreement entered into between the City of Spokane and Spokane County entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING REFORMATION OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY," the Amended Charter OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY and these Bylaws.

3.13 Compensation

No director shall receive any compensation, either by way of salary or fees for attendance at meetings or otherwise, nor shall any director be reimbursed for expenses, except pursuant to the authorization of the Board of Directors.

ARTICLE 4. OFFICERS

4.1 Number and Qualifications

The officers of the Authority shall be elected by the directors and shall include a Chair, a Vice-Chair, a Secretary, and a Treasurer. Additional Officers, as deemed necessary by the Authority shall exercise only such powers and perform such duties as specifically delegated to them by the Board of Directors. Furthermore, unless specifically

authorized by the Board of Directors, no "Additional Officers" shall have authority to sign documents on behalf of the Corporation.

4.2 Appointment and Term of Office

The officers of the Authority shall be elected at the annual meeting of the directors and shall hold office for one (1) year or until their successors are elected and have qualified. Any officer may be removed at any time, with or without cause, by majority vote of the directors. The removal of a Board member from an office does not remove the member from the Board. No officer shall hold the same office position for more than two (2) terms in the same capacity. Vacancies in any office shall be filled by majority vote of the directors for the unexpired term of the vacant office.

4.3 Chair

The Chair shall preside at all meetings of the Authority, shall have general supervision of the affairs of the Authority, and shall perform such other duties as are incident to the office or are properly required of the Chair by the Authority.

4.4 Vice-Chair

During the absence or disability of the Chair, the Vice-Chair shall exercise all the functions of the Chair. The Vice-Chair shall have such powers and discharge such duties as may be assigned to the Vice-Chair from time to time by the Authority.

4.5 Treasurer

The Treasurer shall have the custody of all monies and securities of the Authority and shall keep regular books of account. The treasurer shall oversee the disbursement of funds of the Authority in payment of the just demands against the Authority or as may be ordered by the Authority (taking proper vouchers for such disbursements) and shall render to the from time to time as may be required, an account of all transactions undertaken as Treasurer and of the financial condition of the Authority. The treasurer shall perform such other duties as are incident to the office or are directed by the Chair or by the Authority.

4.6 Secretary

The Secretary shall issue notices for all meetings, except for notices of special meetings of the directors and the Authority which are called by the requisite number of directors, shall arrange and distribute minutes of all meetings, shall have charge of the seal and the corporate books, and shall make such reports and perform such other duties as are incident to the office, or are directed of the Secretary by the Chair or by the Authority.

4.7 Temporary Transfer of Powers and Duties

In case of the absence or illness of any officer of the Authority, or for any other reason that the directors may deem sufficient, the directors may delegate and assign, for a specified time, the powers and duties of any officer to any other director.

ARTICLE 5. CONTRACTS, LOANS, CHECKS, DEPOSITS

5.1 Contracts

The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and that authority may be general or confined to specific instances.

5.2 Loans

No loans shall be contracted on behalf of the Authority and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.

5.3 Checks, Drafts, Etc.

All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Authority shall be signed by the officer or officers, or agent or agents, of the Authority and in the manner as shall from time to time be prescribed by resolution of the Board of Directors.

5.4 Deposits

All funds of the Authority not otherwise employed shall be deposited from time to time to the credit of the Authority in an Authority controlled financial account. The Treasurer and the Secretary will have signature rights to the account.

5.5 Loans to Directors and Officers

No loans shall be made by the Authority to any officer or to any director.

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 Books and Records

The Authority shall keep correct and complete books and records of account, minutes of the proceedings of the Board of Directors and any committees designated by the Board of Directors, and such other records as may be necessary or advisable.

6.2 Fiscal Year

The fiscal year of the Authority shall be the calendar year or such other fiscal year as may be determined by resolution adopted by the Board of Directors.

6.3 Amendments to these Bylaws

The initial Bylaws shall be approved by the City and County and may be amended to provide additional or different rules governing the Authority and its activities as are not inconsistent with state law, the interlocal agreement and Charter and which are processed and approved as provided for in the Charter. The Board may provide in the Bylaws for all matters related to the governance of the Authority, including but not limited to matters referred to elsewhere in the Charter for inclusion therein. Future bylaw amendments shall be approved by the Authority, processed as provided for in the Charter, Section 9.4, and shall take effect ten days after the amendments have been filed with the City Clerk and the Clerk of the Board of County Commissioners.

6.4 Form of Seal

The seal of the Authority shall be a circle with the name "Northeast Public Development Authority" inscribed therein.

6.5 Voting Requirement

Unless specifically declared otherwise, all matters affecting the Authority may be determined by a vote of the directors, voting either in person or by telecommunication in compliance with section 3.7.

These Bylaws approved by City of Spokane Ordinance No. ____, adopted by the Spokane City Council on _____, 2019 and approved by the Spokane County Resolution No. ____, adopted by the Board of County Commissioners on _____, 2019.

Council President

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY KUNEY, Chair

AL FRENCH, Vice Chair

JOSH KERNS, Commissioner

Attest:

Approved as to form:

Ginna Vasquez
Clerk of the Board

Deputy Civil Prosecuting Attorney

ATTACHMENT "B"

METHODOLOGY FOR CALCULATING TAX REVENUES AND DISTRIBUTING REVENUE

The following describes the taxes and allocation methods to be used for each tax as it relates to taxes collected within the geographic boundaries of the PDA:

Property (Real and Personal) Tax

The current expense (general fund) property tax levies of the City of Spokane and Spokane County and the road tax levy of the County, within the geographic boundaries of the PDA, will be allocated in the following manner. "Excess" levies and regular levies defined for specific purposes (i.e. conservation futures, EMS, etc.) of either entity will not be included in the allocation to the PDA since these revenues are voted on by the public for a specific purpose.

The methodology to be used is the same as used by entities within the Spokane County area for allocating revenues under Tax Increment Financing. In calendar year 2019, a new tax code area (TCA) will be created for the geographic area of the PDA by the Spokane County Assessor. This will establish the base year for the measurement of property value increases. Beginning in calendar year 2020, the increase in overall taxable assessed value within the PDA's TCA will be calculated. The "regular" levy rates of the City of Spokane and/or Spokane County will be calculated on the increase. The Spokane County Treasurer will allocate 75% of the increase to the PDA, and the remaining 25% will be distributed to the originating tax authority.

Subsequent year's allocations will be calculated using the same methodology.

Sales and Use Tax

The Administrative Board or its designee of the PDA will be responsible for reporting in writing all new businesses within the boundaries of the PDA to both the City of Spokane and Spokane County monthly. Based on this information, the following allocation will be used for the regular sales and use taxes of the City and County as defined in RCW 82.14.030. Beginning in calendar year 2019, 75% of any Spokane City or Spokane County regular sales or use tax generated within the geographic boundaries of the PDA from a new business (defined as a business that did not previously report sales or use tax within the geographic boundaries of the PDA per information reported to the County monthly by the Washington State Department of Revenue) will be allocated to the PDA. The remaining 25% will stay with the originating taxing authority.

Subsequent year's allocations will be calculated using the same methodology.

Leasehold Tax

The TCA established by the Spokane County Assessor in calendar year 2019 will also be used for the calculation as it applies to the Leasehold Tax. The first distributions would occur in 2020. 75% of any increase in the Leasehold Tax within the PDA TCA between 2019 and 2020 will be distributed to the PDA. The remaining 25% will remain with the originating jurisdiction. The calculation will be made as the information is reported by the State Treasurer to the City of Spokane and Spokane County.

Subsequent year's allocations will be calculated using the same methodology.

Utility Tax

The Administrative Board or its designee of the PDA will be responsible for reporting in writing all new businesses within the boundaries of the PDA to the City of Spokane monthly. Based on this information, the following allocation will be applied to the incremental increase in Utility Taxes collected by the City and County as allowed by RCW 35.21.870. It is understood that at the time of adoption of this Agreement, that Counties are not authorized to assess Utility Tax per State Statute. At such time as the County is authorized and elects to assess utility taxes per State Statute, the County will participate in the sharing of their Utility Tax under this section, in the same manner as the City.

Effective with the execution of this Agreement, 75% of any increase in the Utility Taxes collected within the geographic boundaries of the PDA from a new business (defined as a business that did not previously report sales or use tax within the geographic boundaries of the PDA per information reported to the County monthly by the Washington State Department of Revenue) will be allocated to the PDA. The remaining 25% will remain with the originating jurisdiction. Subsequent year's allocations will be calculated using the same methodology.

The County and City will coordinate the development of a database to track new businesses within the geographic boundaries of the PDA for the purposes of tracking and calculating Sales Tax and Utility Tax under this Attachment.

Adams & Clark, Inc.

1720 W. Fourth Ave. • Spokane, WA 99201 • (509) 747-4600 • Fax (509) 747-8913 • adamsandclark.com

LEGAL DESCRIPTION NEPDA Boundary

(Prepared by Adams & Clark, Inc.)

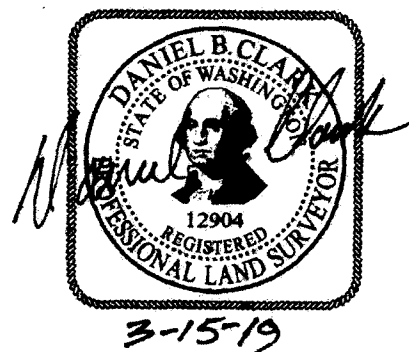
That portion of Section 20, that portion of the S1/2 of Section 21, that portion of the S1/2 of Section 22, that portion of Section 27, that portion of Section 34, and that portion of Section 25, all in Township 26 North, Range 43 East, W.M., that portion of Section 2 and that portion of the N1/2 of Section 3, all in Township 25 North, Range 43 East, W.M., all in Spokane County, Washington, lying within the following described boundary:

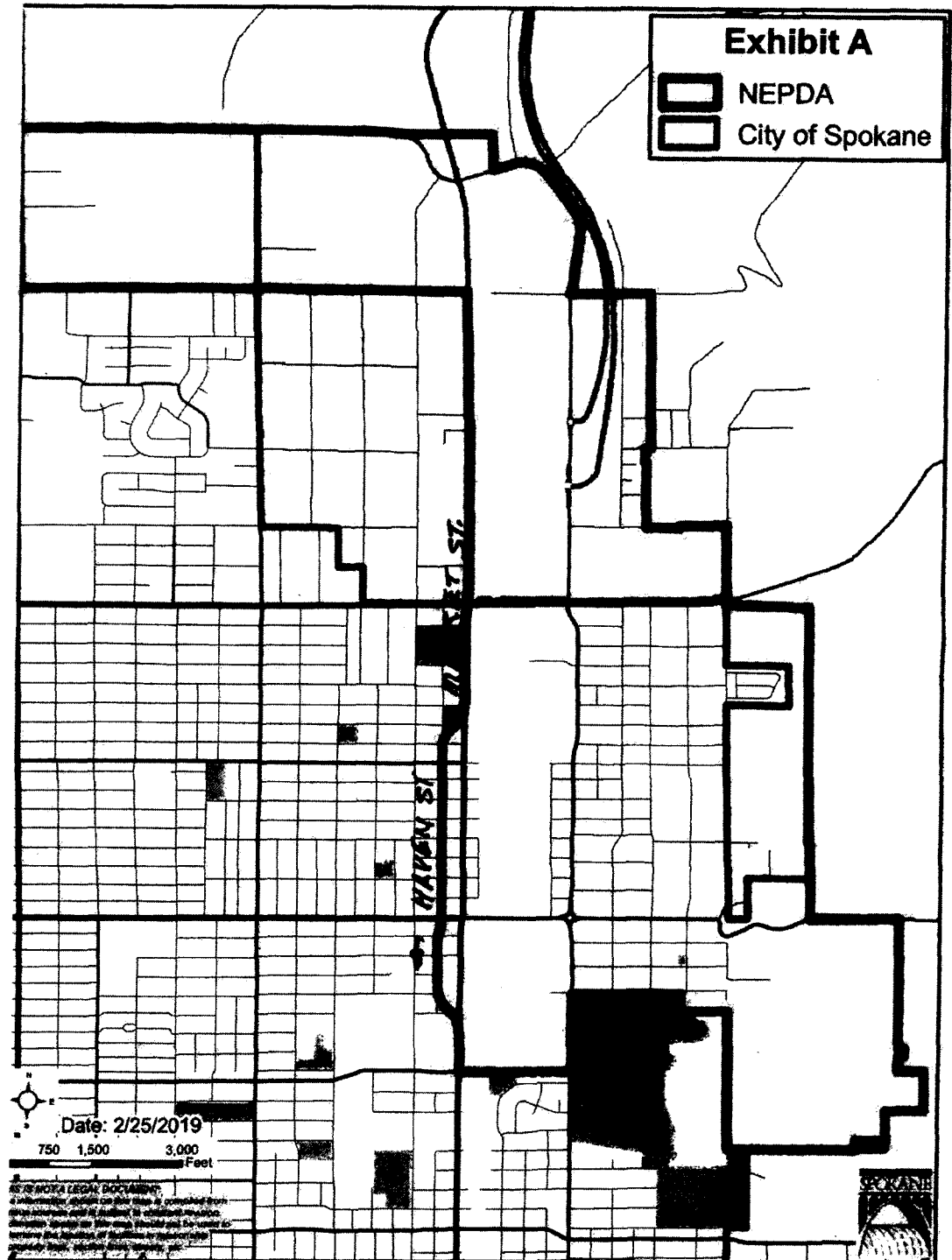
BEGINNING at the intersection of the centerline of Nevada Street and the south right-of-way line of Magnesium Road on the east-west centerline of said Section 20; thence easterly, along the north line of the S1/2 of said Section 20, also being said south right-of-way line of Magnesium Road, to the east quarter corner of said Section 20; thence continuing easterly, along the north line of the S1/2 of said Section 21, to the east quarter corner of said Section 21; thence easterly, along the north line of the S1/2 of said Section 22, to the northeast corner of Spokane County Short Plat 87-520; thence southerly, along the east line of said Spokane County Short Plat 87-520, to the centerline of Freya Street; thence northeasterly, southeasterly, and southwesterly, along said centerline of Freya Street, to the intersection with the centerline of Lincoln Road, said centerline of Lincoln Road also being on the south line of said Section 22; thence easterly, along said centerline of Lincoln Road and said south line, to the centerline of Yale Road; thence southerly to the intersection of Weile Avenue, said intersection being on the south line of the NE1/4 of said Section 27; thence westerly to the centerline of vacated Yale Road (also known as Rouse Street); thence southerly, along the said vacated Yale Road (Rouse Street) and southerly along the centerline of Yale Road (Rouse Street), to the centerline of Lyons Avenue; thence easterly, along said centerline of Lyons Avenue, to the east line of Pinehurst Park Addition to Hillyard, a point on the north line of the S1/2 of the SE1/4 of said Section 27; thence easterly, along said north line, to the east line of said Section 27, also being the centerline of Havana Street; thence southerly, along said east line of Section 27 and said centerline of Havana Street, to the southeast corner of said Section 27; thence easterly, along the north line of said Section 35, to the east line of the W1/2 of the NW1/4 of said Section 35; thence southerly, along said east line of the W1/2 of the NW1/4 of said Section 35, to the southeast corner of said W1/2 of the NW1/4 of Section 35; thence southerly, along the east line of the W1/2 of the SW1/4 of said Section 35, to the southeast corner of the NW1/4 of the SW1/4 of said Section 35, also being a point on the centerline of Custer Street; thence southerly, along said centerline of Custer Street, to the southeast corner of the SW1/4 of the SW1/4 of said Section 35, a point in Valley Springs Road; thence easterly, along the south line of said Section 35 and along the centerline of Valley Springs Road, to the south quarter corner of said Section 35; thence continuing along the centerline of Valley Springs Road to a point on the east line of the west 200 feet of the NE1/4 of said Section 2; thence southerly, along said east line of the west 200 feet, to an angle point on the west line of Parcel F of Record of Survey filed in Book 26, Page 43 of Spokane County records, said point lying N0°00'08"W 396.00 feet from the south line of the NE1/4 of said Section 2; thence, along the west line of said Parcel F, the following four (4) calls from said Record of Survey:

- 1) N89°57'47"E 100.00 feet;
- 2) S0°00'08"E 150.00 feet;

- 3) S89°57'47"W 100.00 feet;
- 4) S0°00'08"E 246.00 feet to the south line of the west 200 feet of the NE1/4 of said Section 2;

thence easterly, along said south line of the NE1/4 of said Section 2, to the northeast corner of the NW1/4 of the NW1/4 of the SE1/4 of said Section 2; thence southerly, along the east line of said NW1/4 of the NW1/4 of the SE1/4 to the southeast corner thereof; thence westerly, along the south line of said NW1/4 of the NW1/4 of the SE1/4 to the southwest corner thereof; thence southerly, along the west line of the SE1/4 of said Section 2, to a point 165.00 feet north of the south line of the N1/2 of the SW1/4 of said Section 2; thence westerly, parallel to the south line of the N1/2 of the SW1/4 of said Section 2, 528.01 feet; thence southerly, parallel to the east line of the SW1/4 of said Section 2, 165.00 feet to the south line of the N1/2 of the SW1/4 of said Section 2; thence westerly, along the south line of the N1/2 of the SW1/4 of said Section 2, to the west line of said Section 2; thence northerly, along the west line of said Section 2, to the west quarter corner of said Section 2; thence northerly, along said west line of said Section 2 and the east line of said Section 3, to a point on the centerline of Havana Street on the south line of Block 7 of Hillyard Orchard Heights Addition; thence westerly, along the south line of Block 7 of said Hillyard Orchard Heights Addition, to the southwest corner of said Block 7; thence northerly, along the west line of said Block 7, to the centerline of Rich Avenue; thence westerly, along said centerline of Rich Avenue, to the north-south centerline of said Section 3; thence southerly, along said north-south centerline of said Section 3, to the south line of the N1/2 of said Section 3; thence westerly, along said south line of the N1/2 of said Section 3, to the centerline of the southbound lanes of Market Street; thence northerly, along the centerline of the southbound lanes of the Market Street-Haven Street arterial, as illustrated on the attached Exhibit "A", through the N1/2 of said Section 3 and through said Section 34, to the north line of said Section 34 at the intersection of Market Street and Francis Avenue; thence, continuing northerly along the centerline of Market Street, through said Section 27 to the north line of said Section 27 at the centerline of Lincoln Road; thence westerly, along said centerline of Lincoln Road, along the north line of said Section 27, along the south line of said Section 21, and along the south line of said Section 20, to the centerline of Nevada Street; thence northerly, along the centerline of Nevada Street, to the north line of the S1/2 of said Section 20 and the south right-of-way line of Magnesium Road, the **POINT OF BEGINNING**.





**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

Select \$

Select \$

Budget Account

#

#

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