

**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 the first open forum more often than once per calendar 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 and items not currently on the current or advance Council agendas. No person shall be permitted to speak in open forum 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 from residents of the City of Spokane, no person shall be permitted to speak at the first open forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month.. There is no limit on the number of regular legislative agenda 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 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 5.3 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B. No member of the public 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 and provide their city of residence as a condition of recognition. In order for a Council member to be recognized by the Chair for the purpose of obtaining the floor, the Council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- C. Each person speaking at the public microphone shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.

- G. When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a Council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in Robert's Rules of Order, newly revised, shall extend to all speakers before the City Council. The City Council Policy Advisor and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

Rule 5.4 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. 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 their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all 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 items on the Council's consent agenda, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- 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 their 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 allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents 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 amount of time which was allotted to the proponents.
 - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time shall be granted to the designated
 - 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 (3) minutes to present their 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 there to 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, MARCH 23, 2020

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER BETSY WILKERSON

**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 during the Open Forum at the beginning and the conclusion of the Legislative Agenda on any issue not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election.

ADDRESSING THE COUNCIL

- No member of the public 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 and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency 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, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will 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. Annual Value Blanket order, with option for annual renewal up to five years, with Oxarc, Inc. (Spokane, WA) for Draeger portable gas detection equipment—not to exceed \$90,000 (incl. tax).
Raylene Gennett | Approve | OPR 2020-0340
BID 5243-20 |
| 2. Renewal of Contract with Delta Business Services (Coeur d'Alene, ID) for development and implementation of a public works safety program—not to exceed \$50,000 (incl. tax).
Matt Lowmaster | Approve | OPR 2017-0261
BID 4344-17 |
| 3. Amendment No. 10 to the Original Agreement with KSPS for additional funding—\$70,053.
John Delay | Approve | OPR 2007-0767 |
| 4. Two-year Contract with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for boilermaker services and superheater pendant replacements at the Waste To Energy Facility from April 1, 2020 through March 31, 2022—\$3,100,000 (incl. tax).
Chris Averyt | Approve | OPR 2020-0341
PWITB 5238-20 |

- | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|---------------|
| 5. Utility Construction Agreement UTB 1388 with Washington State Department of Transportation for modification of existing City utility facilities to accommodate a planned roundabout to be constructed by WSDOT—\$45,207.
John Saywers | Approve | OPR 2020-0342 |
| 6. Agreement with Pioneer Human Services for Carlyle Permanent Supportive Housing as recommended during the five-year funding cycle on April 24, 2019—\$200,000.
Tim Sigler | Approve | OPR 2020-0343 |
| 7. Report of the Mayor of pending: | Approve &
Authorize
Payments | |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2020, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | | CPR 2020-0002 |
| b. Payroll claims of previously approved obligations through_____, 2020: \$_____. | | CPR 2020-0003 |
| 8. City Council Meeting Minutes: _____, 2020. | Approve
All | CPR 2020-0013 |

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, pending hearing items, or initiatives or referenda in a pending election. This Forum shall be for a period of time not to exceed thirty (30) 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 fifteen (15) 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 the first Open Forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first open forum in that meeting. (Council Rule 2.2.E)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35898 amending Ordinance No. C35857 passed by the City Council December 16, 2019, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it

shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Miscellaneous Grants – Affordable Housing
FROM: Department of Commerce, \$100,000;
TO: Contractual Services, same amount.

(This action creates a budget for the Affordable Housing Grant received from the Department of Commerce) (Council Sponsor: Council President Beggs)

Tirrell Black

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2020-0018 Approving a development agreement between the City and Esmeralda
OPR 2020-0300 Commerce Park, LLC, relating to certain public infrastructure costs.
(Council Sponsors: Council Member Cathcart and Council Member Mumm)

Teri Stripes

Request motion to accept revised version of the following Ordinance (ORD C35870) as filed March 12, 2020:

ORD C35870 Prohibiting the use of devices which emit high-frequency sound designed to be audible only to children and young adults, often called "mosquitos"; amending sections 10.08D.030, 10.08D.050, and 10.08D.140 of the Spokane Municipal Code. (Deferred from March 16, 2020) (Council Sponsor: Council Member Burke)

Council Member Burke

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35899 Relating to Permit Fees, Heating Mechanics Licenses, Building Official Review of Proposed Amendments to 17F, Fences, Adoption of Current State Building Codes, Elevators and Dangerous Conveyances, and Application for Worker's Licenses amending SMC 08.02.031, 10.29.030, 11.19.720, 17C.110.230, 17F.030.010, 17F.040.010, 17F.050.010, 17F.060.040, 17F.060.060, 17F.080.010; 17F.090.010, 17F.100.010, and 17G.010.200. (Council Sponsor: Council Member Kinnear)

Dermott Murphy

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for March 23, 2020
(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, pending hearing items, or initiatives or referenda in a pending election. 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 fifteen (15) 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: Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month. (Counsel Rule 2.2.E)

ADJOURNMENT

The March 23, 2020, Regular Legislative Session of the City Council is adjourned to March 30, 2020.

NOTES



Agenda Sheet for City Council Meeting of:
03/23/2020

<u>Date Rec'd</u>	3/9/2020
<u>Clerk's File #</u>	OPR 2020-0340
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	5243-20
<u>Requisition #</u>	RN 36
<u>Agenda Item Name</u>	4310/4320/4330 DRAEGER PORTABLE GAS DETECTION EQUIPMENT

Agenda Wording

Annual value blanket order with Oxarc, Inc. (Spokane, WA) not to exceed \$90,000.00 including tax.

Summary (Background)

Request for Quotes #5243-20 was issued publicly through the City's electronic bidding portal on February 7, 2020. One submission was received by the closing deadline on March 3, 2020. Award is correspondingly recommended to Oxarc, Inc. (Spokane, WA) as the low responsive, responsible bidder. Pricing shall be based on a discount percentage off the manufacturer's catalog price by product category. The resulting order will include annual renewal options up to a total term of five (5) years.

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

Expense	\$ 90,000.00	# As-Needed
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

<u>Dept Head</u>	KEGLEY, DANIEL
<u>Division Director</u>	SIMMONS, SCOTT M.
<u>Finance</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session</u>	
<u>Other</u>	Finance 3/16/2020

Distribution List

sjohnson@spokanecity.org
rgennett@spokanecity.org
bbrurud@spokanecity.org
Tax & Licenses
seweraccounting@spokanecity.org

Additional Approvals

<u>Purchasing</u>	PRINCE, THEA

Briefing Paper

Finance & Administration Committee

Division & Department:	Public Works; 4310/4320/4330 Wastewater Management
Subject:	Draeger Portable Gas Detection Equipment – Annual Value Blanket Order
Date:	16 March 2020
Author (email & phone):	Raylene Gennett, rgennett@spokanecity.org , x7909
City Council Sponsor:	Council President Breean Beggs
Executive Sponsor:	Scott Simmons, Director – Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for this value blanket is available in the Wastewater Maintenance, Wastewater Treatment, and Stormwater department budgets.
Strategic Initiative:	Safe & Healthy
Deadline:	The Wastewater departments need to purchase new gas detection equipment and have some existing equipment serviced to support employee safety.
Outcome: (deliverables, delivery duties, milestones to meet)	This value blanket order will allow competitive procurement of and service to Draeger Portable Gas Detection Equipment on an as-needed basis with optional annual renewals at mutual agreement not to exceed a total term of five (5) years.
Background/History: <i>Request for Quotes #5243-20 was issued publicly through the City's electronic bidding portal on February 7, 2020. One submission was received by the closing deadline on March 3, 2020. Award is correspondingly recommended to Oxarc, Inc. (Spokane, WA) as the low responsive, responsible bidder. Pricing shall be based on a discount percentage off the manufacturer's catalog price by product category. The resulting order will include annual renewal options up to a total term of five (5) years. The value of the annual order is estimated not to exceed \$90,000.00 including tax.</i>	
Executive Summary: <ul style="list-style-type: none"> • Award Recommended to Oxarc, Inc. (Spokane, WA) • Value blanket not to exceed \$90,000.00 including tax • Annual term with optional annual renewals up to a total term of five (5) years • Purchase Competed on Request for Quotes #5243-20 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: None	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: None	



CITY OF SPOKANE - WASTEWATER MANAGEMENT
Spokane, Washington

QUOTE TABULATION

Quote Number	5243-20
Description	Draeger Portable Gas Detection Equipment - Annual Value Blanket

	Oxarc, Inc.	
	Discount Percentage	Warranty Term (Months)
Instruments	1%	60
Accessories	4%	12
Replacement Sensors	4%	12
X-Dock	3%	60
Software	5%	60

Lead Time (Business Days ARO)	90
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*PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION.
CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE QUOTE MEETING SPECIFICATIONS.*

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

03/23/2020

Date Rec'd

3/3/2020

Clerk's File #

OPR 2017-0261

Renews #**Submitting Dept**

PUBLIC WORKS

Cross Ref #**Contact Name/Phone**

MATT LOWMASTER 625-6221

Project #**Contact E-Mail**

MLOWMASTER@SPOKANECITY.ORG

Bid #

4344-17

Agenda Item Type

Contract Item

Requisition #

RE 19452

Agenda Item Name

5200 PUBLIC WORKS SAFETY PROGRAM RENEWAL

Agenda Wording

Renewal of existing contract with Delta Business Services (Coeur d'Alene, ID) for development and implementation of a public works safety program not to exceed \$50,000.00 including tax.

Summary (Background)

In April 2017, Council approved a one year contract with Delta Business to support a safety program as recommended by the evaluating committee on RFP #4344-17. The resulting contract has already been renewed twice at no change in cost. Employees from Solid Waste, Street, Waste to Energy, Wastewater Maintenance, Wastewater Treatment, and Water & Hydroelectric Services have benefitted from this program. This is the third annual renewal at no change in cost, with one renewal option remaining.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 50,000.00

VARIOUS

Select \$

#

Select \$

#

Select \$

#

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

GENNETT, RAYLENE

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

FINANCE 3/16/2020

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

ODLE, MARI

Dave Paquin - dave@deltabusinesstraining.com

For the Mayor

ORMSBY, MICHAEL

sjohnson@spokanecity.org

Additional Approvals

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Purchasing

PRINCE, THEA

rgennett@spokanecity.org

aduffey@spokanecity.org

seweraccounting@spokanecity.org

tax&licenses@spokanecity.org

Briefing Paper

Finance & Administration Committee

Division & Department:	Public Works Division, Multiple Public Works Departments
Subject:	Public Works Safety Program Renewal
Date:	3/16/2020
Author (email & phone):	Matt Lowmaster, mllowmaster@spokanecity.org ext. 6221
City Council Sponsor:	Council President Breean Beggs
Executive Sponsor:	Scott Simmons, Director – Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for this contract has been allocated from the following department budgets: Solid Waste, Waste to Energy, Wastewater Maintenance, Wastewater Treatment, and Water & Hydroelectric Services.
Strategic Initiative:	Safe & Healthy
Deadline:	The current contract for this program expires April 13, 2020.
Outcome: (deliverables, delivery duties, milestones to meet)	Contract for ongoing implementation and development of a Public Works Safety Program to include (but not be limited to) on-site classroom safety sessions, a safety exam and supplemental materials, safety videos, and a recognition program.
Background/History: <p>On April 10, 2017 City Council approved a one (1) year contract with Delta Business Training for a public works safety program not to exceed \$50,000.00 at the award recommendation from RFP #4344-17. That program currently covers safety when working in public right of ways, operating vehicles and heavy equipment, and executing job duties. It has been used by employees from the following Public Works departments: Solid Waste, Streets, Waste to Energy, Wastewater Maintenance, Wastewater Treatment, and Water & Hydroelectric Services. This represents the third annual renewal of this program to support further implementation and development at no change in cost.</p>	
Executive Summary: <p>This represents the third of four optional one-year renewals of the existing contract for a Public Works Safety Program with Delta Business Training at no change in cost.</p> <p>Value of This Renewal: Not to Exceed \$50,000.00 Including Tax</p> <p>Total Contract Value Including This Renewal: Not to Exceed \$200,000.00 Including Tax</p>	
Budget Impact: <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: N/A</p> <p>Other budget impacts: None</p>	
Operations Impact: <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: None</p> <p>Known challenges/barriers: None</p>	



City of Spokane

**CONTRACT RENEWAL #3 of 4
and AMENDMENT**

**Title: DEVELOP AND IMPLEMENT SAFETY PROGRAM
FOR CITY PUBLIC WORKS EMPLOYEES**

This Contract Renewal and Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **DELTA BUSINESS TRAINING, LLC**, whose address is 212 West Ironwood, Suite D340, Coeur d'Alene, Idaho 83814 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Development and Implementation of a Safety Training Program for the City in response to RFP #4344-17; and

WHEREAS a change or revision of the original Contract has been requested, thus the Original Contract needs to be formally Amended to state - Application for future payments (monthly invoices) shall be submitted by electronic mail to seweraccounting@spokanecity.org; and

WHEREAS, the initial Contract provided for four (4) additional one-years renewals, with this being the 3rd of those renewals, therefore, this needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated April 21, 2017 and April 25, 2017, any previous amendments, renewals, and/or extensions thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal and Amendment shall become effective on April 14, 2020 and shall end April 13, 2021.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

DELTA BUSINESS TRAINING, LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Approved as to form:

Assistant City Attorney

Attest:

City Clerk

Attachments that are part of this Agreement:

Certificate of Debarment

U2020-019

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

Washington State Department of Revenue

[Services](#)[Business Lookup](#)

DELTA BUSINESS TRAINING, LLC

License Information:

[New search](#)[Back to results](#)**Entity name:** DELTA BUSINESS TRAINING, LLC**Business name:** DELTA BUSINESS TRAINING, LLC**Entity type:** [Limited Liability Company](#)**UBI #:** 602-660-552**Business ID:** 001**Location ID:** 0002**Location:** Active**Location address:** 2301 W PACIFIC AVE
APT 510
SPOKANE WA 99201-5869**Mailing address:** 2301 W PACIFIC AVE
APT 510
SPOKANE WA 99201-5869**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business				Active	Sep-30-2020	Mar-18-2016

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
------------------	-------

PAQUIN, DAVE

The Business Lookup information is updated nightly. Search date and time: 2/26/2020 12:17:44 PM

Working together to fund Washington's future



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/25/2020

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

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

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME:	
	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
INSURED Delta Business Training 2301 Pacific, #510 Spokane, WA 99201	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 10200		


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	Y		UDC-1694559-CGL-20	02/04/2020	02/04/2021	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ S/T Gen. Agg
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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**CANCELLATION**

City of Spokane Spokane WA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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POLICY NUMBER: X6105198

**FIRST NATIONAL INSURANCE COMPANY OF AMERICA
AUTOMOBILE POLICY DECLARATIONS**

NAMED INSURED:
DAVE PAQUIN
2301 W PACIFIC AVE APT 510
SPOKANE WA 99201-5869

RENEWAL

POLICY PERIOD FROM: JAN. 25 2020
TO: JAN. 25 2021

at 12:01 A.M. standard time at
the address of the insured as
stated herein.

AGENT:
METLIFE AUTO & HOME INSURANCE
PO BOX 751525
DAYTON OH 45475-1525

AGENT TELEPHONE:
1-800-578-6701

RATED DRIVERS DAVE PAQUIN

2013 CHRYSLER 200 TOURING 4 DOOR SEDAN ID# 1C3CCBBB4DN521895

Insurance is afforded only for the coverages for which limits of liability or
premium charges are indicated.

COVERAGES	2013 CHRY LIMITS	PREMIUMS
LIABILITY:		
BODILY INJURY	\$300,000 Each Person	\$ 277.90
	\$300,000 Each Occurrence	
PROPERTY DAMAGE	\$300,000 Each Occurrence	189.30
PERSONAL INJURY PROTECTION	\$10,000	74.30
UNDERINSURED MOTORISTS:		
BODILY INJURY	\$100,000 Each Person	141.50
	\$300,000 Each Accident	
PROPERTY DAMAGE	\$50,000 Each Accident	46.60
DEDUCTIBLE:	SEE YOUR POLICY	
COMPREHENSIVE	Actual Cash Value Less \$500 Deductible Full Safety Glass	217.30
COLLISION	Actual Cash Value Less \$500 Deductible	333.20
ADDITIONAL COVERAGES:		
ROADSIDE ASSISTANCE PACKAGE		10.50
ENHANCED COVERAGE LEVEL		65.40
	TOTAL	\$ 1,356.00
PREMIUM SUMMARY		PREMIUM
VEHICLE COVERAGES		\$ 1,356.00
DISCOUNTS & SAFECO SAFETY REWARDS	You saved \$358.10	Included
TOTAL 12 MONTH PREMIUM		\$ 1,356.00

IF YOU PAY IN FULL OR USE THE 2-PAY PLAN THE PREMIUM WILL BE REDUCED TO \$ 1,295.80*
*This includes the available \$ 60.20 billing plan discount.

-CONTINUED-

P O BOX 515097, LOS ANGELES, CA 90051

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

03/23/2020

Date Rec'd

3/5/2020

Clerk's File #

OPR 2007-0767

Renews #**Submitting Dept**

COMMUNICATIONS

Cross Ref #**Contact Name/Phone**

JOHN DELAY 6355

Project #**Contact E-Mail**

JDELAY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

OPR 2007-0767 CABLE EDUCATION ACESS AGREEMENT AMENDMENT NO. 10

Agenda Wording

Amendment No. 10 to the original agreement with KSPS providing additional funding in the amount of \$70,053.00

Summary (Background)

Amendment No. 10 for Capital grant fund reimbursement for 2020 needs from Comcast PEG monies. The grant not involving funds other than PEG fees dedicated to such purposes under the Comcast franchise in the amount of \$70,053.00.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 70,053.00

1940-37330-18900-54201

Select \$

#

Select \$

#

Select \$

#

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

DELAY, JOHN

Study SessionFinance Committee
3/16/20**Division Director**

CODDINGTON, BRIAN

Other**Finance**

HUGHES, MICHELLE

Distribution List**Legal**

SZAMBELAN, TIMOTHY

jdelay@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

ywang@spokanecity.org

Additional Approvals

tszambelan@spokanecity.org

Purchasing

rriedinger@spokanecity.org

**CABLE EDUCATIONAL ACCESS AGREEMENT
FRIENDS OF KSPS
Amendment No. 10**

THIS AMENDMENT NO. 10 to the AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, whose address is W. 808 Spokane Falls Blvd., Spokane, Washington, 99201, as ("City") and Friends of KSPS, whose address is 3911 South Regal Street, Spokane, Washington 99223, as ("KSPS").

WHEREAS, the City entered into an Agreement dated February 6, 2007, with Spokane School District 81 that provided PEG monies to KSPS for public educational programming, and the above mentioned agreement was assigned from Spokane School District 81 to KSPS in 2013; and,

WHEREAS, KSPS has agreed to continue to provide public educational television on the cable channel designated for that purpose; and,

WHEREAS, City staff has proposed, and KSPS has accepted, capital grant fund reimbursement for 2020 needs from Comcast PEG monies, the grant not involving funds other than PEG fees dedicated to such purposes under the Comcast franchise; and,

WHEREAS, KSPS has agreed to continue to provide public educational television programming and the continued operation of the channel is in the public interest;

NOW THEREFORE, the parties agree as follows:

1. DOCUMENTS. The Agreement dated February 6, 2007, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. 2020 CAPITAL FUNDING. Subject to applicable Franchise requirements as provided in the cable franchise between the City and the Comcast cable company (C-33571) for PEG Fee source expenditures, the City agrees to pay KSPS from the "PEG Fee" resource identified in Section 19 J of the franchise, a grant up to **Seventy Thousand, Fifty Three and 00/100 Dollars (\$70,053.00)** for capital expenditures for the calendar year 2020 Future grant funding at this value is not a guarantee, and is subject to change on a yearly basis.

A. KSPS agrees to continue to present community public programming on the cable channel designated for this purpose and

represents to the City that it has adequate operational funding and other resources necessary to accomplish this function; and

- B. KSPS understands its obligation to be sure that all expenditures of PEG fee grant monies are consistent with any Comcast franchise restrictions for use of said monies. KSPS shall furnish the City with reasonable proof, upon request, that its use meets cable franchise requirements. In the event KSPS cannot do so to City's satisfaction, KSPS is responsible to reimburse the City any reduction in PEG funding obligations by Comcast under Section 19 J (4). CKSPS further agrees to indemnify and hold harmless the City from any other loss or liability for failure to the City from failure to satisfy Comcast; and
- C. This is a grant from PEG fee resources only. Under no circumstances shall the City be independently liable to KSPS for payment of any sums under this agreement, directly or indirectly by way of reduction of other monies due and payable by Comcast.

3. FUNDING APPROVAL. PEG funds and expenses will be approved upon submission of expense receipts to the City.

Dated: _____

CITY OF SPOKANE

By: _____
Mayor

Dated: 3/6/20

Friends of KSPS

Email Address:

gstokes@kspc.org

By: _____

Title: President & General Manager

Attest:

City Clerk

Approved as to form:

[Signature]
Assistant City Attorney

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

03/23/2020

Date Rec'd

3/10/2020

Clerk's File #

OPR 2020-0341

Renews #**Submitting Dept**

SOLID WASTE DISPOSAL

Contact Name/Phone

CHRIS AVERYT 625-6540

Contact E-Mail

CAVERYT@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

4490 BOILERMAKER SERVICES AND SUPERHEATER PENDANT REPLACEMENT AT

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

PW ITB 5238-20

Requisition #

CR 21553

Agenda Wording

Two-year contract with Helfrich Brothers Boiler Works, Inc. for boilermaker services and superheater pendant replacements at the WTE from April 1, 2020 through March 31, 2022 for a total cost of \$3,100,000.00 including tax.

Summary (Background)

Each year, two scheduled outages on each of the two boilers at the Waste to Energy facility are performed in order to repair or replace worn components and at times, emergency services are required when failures occur in between outages. In addition, every three to four years a complete replacement of the pendants in the Superheater section of the boilers is necessary. Without these repairs and maintenance, the boilers would be unable to continue uninterrupted operation.

Fiscal Impact

Grant related? NO

Public Works? YES

Budget Account

Expense \$ 1,570,000.00

4490-44100-37148-54803-34002

Expense \$ 1,530,000.00

4490-44900-94000-56401 (Superheater)

Select \$

#

Select \$

#

Approvals**Dept Head**

AVERYT, CHRIS

Division Director

SIMMONS, SCOTT M.

Finance

KECK, KATHLEEN

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session**

FA 3/16/20

Other**Distribution List**

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

tprince@spokanecity.org

Additional Approvals**Purchasing**

PRINCE, THEA

rrinderle@spokanecity.org

caveryt@spokanecity.org

DLincoln@hbbwinc.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

OPR 2020-0341

Summary (Background)

On March 2, 2020 two responses were received for PW ITB 5238-20 for these services; New England Mechanical Overlay of Pittsfield, NH and Helfrich Brothers Boiler Works, Inc., of Lawrence, MA. Helfrich Brothers Boiler Works, Inc. was the lowest cost bidder. The initial contract will be for two years from April 1, 2020 through March 31, 2022 and may be extended for 1 (1) additional two-year period, not to exceed five (5) years. The total cost of the contract is \$3,100,000.00 for the two year term.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Finance and Administration Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Boilermaker Services and Superheater Pendant Replacements at the WTE
Date:	March 16, 2020
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org, 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	Finance and Administration/ Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract

Background/History:

Each year, two scheduled outages on each of the two boilers at the Waste to Energy facility are performed in order to repair or replace worn components and at times, emergency services are required when failures occur in between outages. In addition, every three to four years a complete replacement of the pendants in the Superheater section of the boilers is necessary. Without these repairs and maintenance, the boilers would be unable to continue uninterrupted operation. Due to the unique and extensive nature of this type of repair work, utilization of boilermakers with proven and substantiated historical experience is required. On March 2, 2020 two responses were received for PW ITB 5238-20 for these services; New England Mechanical Overlay of Pittsfield, NH and Helfrich Brothers Boiler Works, Inc., of Lawrence, MA. Helfrich Brothers Boiler Works, Inc. was the lowest cost bidder.

The initial contract will be for two years from April 1, 2020 through March 31, 2022 and may be extended for one (1) additional two-year period. The total cost of the contract is \$3,100,000.00 for the two year term.

Executive Summary:

- Two year contract with Helfrich Brothers Boiler Works, Inc. for boilermaker services as well as a superheater pendant replacement project.
- Initial term of two (2) years from Apr. 1, 2020 through Mar. 31, 2022 with the option of one (1) additional two-year renewal.
- Total cost for two years is \$3,100,000.00.

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



City of Spokane

PUBLIC WORKS CONTRACT

Title: **BOILERMAKER SERVICES**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HELFRICH BROTHERS BOILER WORKS, INC.**, whose address is 39 Merrimack Street, Lawrence, MA 01843 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **BOILERMAKER SERVICES FOR SCHEDULED OUTAGES, SUPER HEATER PENDANT REPLACEMENTS AND EMERGENCY SERVICES, PW ITB #5238-20.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Solid Waste Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TERM.** The term of this Contract begins on April 1, 2020, and ends on March 31, 2022 unless amended by written agreement or terminated earlier under the provisions. The contract may be extended for one (1) additional two-year period with the total contract period not to exceed five (5) years.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **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 Contractor for all work previously authorized and performed prior to the termination date.
6. **COMPENSATION.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **THREE MILLION ONE HUNDRED THOUSAND AND**

NO/100 DOLLARS (\$3,100,000.00), including applicable taxes, unless modified by a written amendment to this Contract.

7. PAYMENT. The Contractor will send its applications for payment to the Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd, Spokane, Washington 99224. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

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

10. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

11. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

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

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

14. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

15. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

- b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars (\$600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.

- 1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
- 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
- 3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.

16. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

17. 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 Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

18. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19. 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.

20. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

21. 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 the Contract.

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

23. 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.

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

25. AUDIT / RECORDS. The Contractor 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 Contractor 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.

26. 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 Contractor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

27. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

28. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

29. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

30. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

HELFRICH BROTHERS BOILER WORKS, INC. CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Payment Bond
Performance Bond
Certification Regarding Debarment

20-049

PAYMENT BOND

We, HELFRICH BROTHERS BOILER WORKS, INC., as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,100,000.00)**, including applicable taxes, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **BOILERMAKER SERVICES FOR SCHEDULED OUTAGES, SUPER HEATER PENDANT REPLACEMENTS AND EMERGENCY SERVICES, PW ITB #5238-20**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on _____.

**HELFRICH BROTHERS BOILER
WORKS, INC.,
AS PRINCIPAL**

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **HELFRICH BROTHERS BOILER WORKS, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,100,000.00)**, including applicable taxes, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **BOILERMAKER SERVICES FOR SCHEDULED OUTAGES, SUPER HEATER PENDANT REPLACEMENTS AND EMERGENCY SERVICES, PW ITB #5238-20**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on _____

**HELFRICH BROTHERS BOILER
WORKS, INC.,
AS PRINCIPAL**

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

**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)

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

03/23/2020

Date Rec'd

3/9/2020

Clerk's File #

OPR 2020-0342

Renews #**Submitting Dept**

PUBLIC WORKS

Contact Name/Phone

JOHN SAYWERS 625-6065

Contact E-Mail

JSAYWERS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

5200 - UTILITY CONSTRUCTION AGREEMENT UTB 1388

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

Utility Construction Agreement UTB 1388, that provides for modification of existing City utility facilities to accommodate a planned roundabout, to be constructed by WSDOT

Summary (Background)

WSDOT is planning the construction of a roundabout at the Geiger Boulevard/Grove Road intersection. WSDOT is responsible for the cost of work affecting the City utility facilities, including existing water valves, fire hydrant, blow-off assembly and air valve.

Fiscal Impact

Grant related? NO

Public Works? YES

Budget Account

Revenue \$ 45,207

4100-47110-99999-34389-99999

Select \$

#

Select \$

#

Select \$

#

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

MILLER, KATHERINE E

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

PIES 2/12/20

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

ODLE, MARI

ebrown@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

jsaywers@spokanecity.org

Additional Approvals

kmowery@spokanecity.org

Purchasing

smsimmons@spokanecity.org

kkeck@spokanecity.org

kyoung@spokanecity.org

kbecker@spokanecity.org

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division, Water Department
Subject:	Utility Construction Agreement UTB 1388
Date:	February 12, 2020
Contact (email & phone):	John Saywers, jsaywers@spokanecity.org , 625-6065
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources – Sustainable practices; Innovative Infrastructure - Sustainability
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the Utility Construction Agreement UTB 1388, that provides for modification of existing City utility facilities to accommodate a planned roundabout, to be constructed by WSDOT
<u>Background/History:</u> WSDOT is planning the construction of a roundabout at the Geiger Boulevard/Grove Road intersection. WSDOT is responsible for the cost of work affecting the City utility facilities, including existing water valves, fire hydrant, blow-off assembly and air valve.	
<u>Executive Summary:</u> <ul style="list-style-type: none"> Scope of work: The modification of the existing City water line facilities to accommodate the planned roundabout at the Geiger Blvd/ Grove Rd. intersection, to be constructed by WSDOT. The utility modification is to be performed by City Water Department and reimbursed by this agreement. Estimated cost = \$45,207, payable by WSDOT Per UTB 1388 attached. 	
<u>Budget Impact:</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" 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: WSDOT – I-90 Geiger / Grove Roundabout UTB 1388 Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> 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:	



Utility Construction Agreement Work by Utility – WSDOT Cost			Utility Name & Address City of Spokane Public Works Department 808 W. Spokane Falls Blvd Spokane, WA 99201
Agreement Number UTB 1388	Region ER	Control Section 3201	Project Title/Location I-90 Geiger Field I/C Reconstruction
State Route SR 90	Mileposts From 276.30 to 276.35		
Estimated Agreement Amount \$ 45,207			

This Utility Construction Agreement is made and entered into between the Washington State Department of Transportation (WSDOT) and the above named Utility; hereinafter referred to individually the "Party" and collectively the "Parties."

Recitals

1. WSDOT is planning the construction or improvement of the State Route as shown above for the identified WSDOT project, and in connection therewith, it is necessary to remove and/or relocate and/or construct certain Utility facilities (Work).
2. WSDOT is responsible for the cost of the Work affecting the Utility's facilities located pursuant to a documented ownership of and/or interest in real property, such as an easement, fee title, or court finding of prescriptive right, which is impacted by WSDOT project.
3. The Work shall be defined as all materials, equipment, labor, contract administration and any other effort required to perform the relocation, construction, and/or removal of the Utility's facilities.
4. It is deemed to be in the best public interest for the Utility to perform the relocation, removal, or construction of its facilities.

Now, Therefore, pursuant to RCW 47.01.210 and chapter 47.44 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits which are incorporated and made a part hereof,

It Is Mutually Agreed As Follows:

1. **Construction, Inspection, and Acceptance**
 - 1.1 Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects* shall determine and establish the definitions and applicable standards and payments under this Agreement. By this reference this document is adopted and made a part of this Agreement as if fully contained herein.

- 1.2 Betterment: A betterment is any improvement to the Utility's facilities not required by code, regulation, standard industry practice, or any other applicable regulation. If any of the Work constitutes a betterment as defined in the Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects*, the Utility is solely responsible for the costs of such improvement.
- 1.3 Accrued Depreciation: Accrued depreciation may be applied to any of the Utility's major facilities, such as a building, pump station, power plant, etc. Accrued depreciation shall not apply to the Utility's primary facilities, such as pipelines, conductors, poles, cable, conduit, etc. If any Utility facility does qualify for an adjustment due to accrued depreciation as defined in Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects*, the costs are calculated according to the formula in the Program Guide and the result is shown as a Utility cost in Exhibit B Cost Estimate.
- 1.4 The Utility shall furnish the labor, materials, equipment, and tools required for and perform the Work in constructing, removing and/or relocating the Utility facilities, in accordance with Exhibit A, Special Provisions, and Exhibit C, Plans.
- 1.5 If the Utility is not adequately staffed or equipped to perform all the Work required herein, the Utility may have all or part of this Work done by a contract let by the Utility, as follows:
 - 1.5.1 Before contracting out any Work, the Utility shall obtain written authorization from WSDOT, and WSDOT may require the Utility to advertise and solicit bids for the contract Work.
 - 1.5.2 If WSDOT requires the Work to be advertised and bid, the Utility shall provide a copy of all bid documents to WSDOT seven (7) calendar days prior to the advertisement date, or as specified in Exhibit A, for WSDOT comment.
 - 1.5.3 The Utility shall notify WSDOT at least three (3) working days in advance of the location and time of the bid opening so that a WSDOT representative may attend the bid opening.
 - 1.5.4 The Utility shall supply a copy of the three lowest bids with itemized bid amounts to WSDOT within seven (7) calendar days of bid opening.
 - 1.5.5 If the Utility elects to use other than the lowest bid contractor, the Utility shall provide written justification to WSDOT for the use of that contractor and bid price. WSDOT shall review the Utility's written justification, and if WSDOT does not agree therewith and the Utility awards the bid to other than the lowest bid contractor, the Utility shall be responsible for the cost difference between the amount of the lowest bid and the amount of the awarded contract.
- 1.6 If the Utility desires to have the Work performed under an existing contract, WSDOT may require the Utility to provide WSDOT with a copy of the contract for WSDOT's written approval of the contractor and contract charges.
- 1.7 The Parties agree that nothing in WSDOT's approval of a Utility contractor or bid shall be for the benefit of the Utility; all such approvals, whether written or verbal, shall be solely for the benefit of WSDOT and shall not establish a contractual relationship among WSDOT, the Utility, and the Utility's contractor.

1.8 All of the Utility's Work, construction procedures, materials, and/or utility installation, as provided under this Agreement, shall be subject to WSDOT inspection for solely the benefit of WSDOT's payment, state highway and/or WSDOT project. The Utility shall promptly notify WSDOT in writing when the Work is completed. WSDOT shall inspect the Work for compliance with the Exhibits attached to this Agreement. WSDOT will notify the Utility in writing of any non-compliance that would impact WSDOT's payment, state highway and/or WSDOT project. The Utility agrees to make the necessary changes to satisfy WSDOT requirements or adjust the invoice. WSDOT's inspection shall not reduce or modify the Utility's responsibility for the Work.

1.9 Upon completion of the Work, the Utility agrees that it shall be solely responsible for all future ownership, operation and maintenance costs of its facilities, without WSDOT liability or expense.

2. Authority to Begin Work and Work Schedule

2.1 The Utility agrees not to begin Work until WSDOT has provided written notice, authorizing the Utility to begin Work. WSDOT shall not be obligated to reimburse the Utility for any Work performed before the date of notification.

2.2 The Utility agrees to schedule and perform the Work in such manner as not to delay or interfere with WSDOT's contractor in the performance of WSDOT's project. The Utility shall be responsible for any costs resulting from delay of, or interference with, WSDOT's project contractor, to the extent the delay or interference is attributable to the Utility or the Utility's contractor. Any mutually agreed conditions or requirements for avoidance of delay of, or interference with, WSDOT's project contractor shall be included in Exhibit A.

3. Compliance

3.1 The Utility agrees to comply with all applicable requirements of WSDOT in accordance with the Utilities Accommodation Policy, Chapter 468-34 WAC, and amendments thereto, and said policy and amendments are hereby incorporated in and made a part of this Agreement for all intents and purposes as if fully set forth herein.

3.2 The Utility agrees to comply with all applicable laws and environmental requirements of any jurisdictional agency and is responsible for obtaining any necessary environmental permits required in order to perform the Work.

3.3 The Utility agrees to obtain and comply with any other permits from any jurisdictional agency that are required in order for the Utility to perform the Work.

4. Payment

4.1 WSDOT is responsible for the cost of the Work, excluding all betterment work, for the Utility's facilities that are located pursuant to a documented ownership interest in real property, such as an easement, fee title, or court finding of prescriptive right, which are impacted by WSDOT project, as shown in Exhibits A and B. Exhibit B, Cost Estimate, contains an itemized cost estimate of WSDOT-responsible costs for the Work to be performed by the Utility.

4.2 WSDOT, in consideration of the faithful performance of the Work to be done by the Utility, agrees to reimburse the Utility for the actual direct and related indirect cost of the Work, excluding all betterment work, for which WSDOT is responsible as defined in

Exhibits A and B. The Utility agrees to invoice WSDOT and provide supporting documentation for all charges, and WSDOT agrees to pay the Utility within thirty (30) days of receipt of an invoice. Payments shall not be more frequent than one per month. A partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final invoice, the Parties will resolve any discrepancies.

- 4.3 The Utility shall submit a final invoice to WSDOT within ninety (90) calendar days following completion of the Work. In the event that the final invoice reveals an overpayment to the Utility, the Utility agrees to refund such overpayment to WSDOT within thirty (30) days.

5. Change in Work or Cost Increase

- 5.1 WSDOT agrees that the amount shown in Exhibit B may not reflect the actual costs of the Work. Should the Utility determine that the Work costs for which WSDOT is responsible might exceed the cost estimate by more than Twenty Five (25) percent, the Utility shall immediately notify WSDOT before performing any Work in excess of the Exhibit B estimate plus the additional percentage. WSDOT and the Utility will, if necessary, amend Exhibit B to revise the cost estimate before the Utility incurs costs above the amount shown in Exhibit B plus the additional percentage.
- 5.2 Should it be necessary to modify Exhibit A, Special Provisions, the Utility agrees to immediately notify WSDOT of all proposed changes, and WSDOT agrees to provide written notice of its acceptance or rejection of the change(s), in writing, within Five (5) working days.

6. Right of Entry

- 6.1 Subject to the Utility obtaining all required permits and meeting any other requirements for Work conducted within state-owned right of way, WSDOT hereby grants the Utility a right of entry upon all land in which WSDOT has interest for the purpose of performing the Work. Upon completion of the Work, this right of entry shall terminate except as otherwise provided in Section 6.
- 6.2 A WSDOT grant of access and right of entry onto an interstate limited access right of way may require additional conditions, for example, a traffic control plan will be required if the Utility's Work will impact highway traffic. The Parties agree that all Utility access and right of entry provisions affecting an interstate limited access right of way will be identified in Exhibit A, Special Provisions. Upon completion of the Work, this right of entry shall terminate except as otherwise provided in Section 6.
- 6.3 The Utility shall not enter state-owned right of way without first having a WSDOT-issued written right of entry.

7. General Provisions

- 7.1 Indemnification: To the extent authorized by law, the Utility and WSDOT shall indemnify and hold harmless one another and their employees and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other Party's performance or failure to perform any aspect of this Agreement, provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the Utility and (b) WSDOT, their respective employees

and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Utility or WSDOT, and provided further, that nothing herein shall require the Utility or WSDOT to hold harmless or defend the other or its employees and/or officers from any claims arising from that Party's sole negligence or that of its employees and/or officers. The terms of this section shall survive the termination of this Agreement.

- 7.2 Disputes: If a dispute occurs between the Utility and WSDOT at any time during the prosecution of the Work, the Parties agree to negotiate at the management level to resolve any issues. Should such negotiations fail to produce a satisfactory resolution, the Parties agree to enter into arbitration and/or mediation before proceeding to any other legal remedy. Each Party shall be responsible for its own fees and costs. The Parties agree to equally share the cost of a mediator or arbiter.
- 7.3 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the superior court situated in Spokane County, Washington unless filing in another county is required under any provision of the Revised Code of Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs.
- 7.4 Termination:
- 7.4.1 The Utility understands that WSDOT retains the right to terminate this Agreement for convenience upon thirty (30) calendar days written notice to the Utility. In the event that WSDOT exercises this termination right, WSDOT will reimburse the Utility for all allowable costs under this Agreement incurred prior to the date of termination.
- 7.4.2 In the event funding for the Work is withdrawn, reduced, or limited in any way after the execution date of this Agreement and prior to normal completion, WSDOT may terminate the Agreement upon less than the thirty (30) calendar day notice requirement in section 8.4.1, subject to renegotiation at WSDOT's sole option pursuant to the revised funding limitations and conditions.
- 7.5 Amendments: This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless put in writing and signed by persons authorized to bind each of the Parties.
- 7.6 Independent Contractor: Both Parties shall be deemed independent contractors for all purposes, and the employees of each Party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other Party.
- 7.7 Audit and Records: During the progress of the Work and for a period of not less than six (6) years from the date of final payment. The Utility shall maintain the records and accounts pertaining to the Work and shall make them available during normal business hours and as often as necessary, for inspection and audit by WSDOT, State of Washington, and/or Federal Government and copies of all records, accounts, documents or other data pertaining to the Work will be furnished upon request. The requesting Party shall pay the cost of copies produced. If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until any

litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the six-year retention period.

- 7.8 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

In Witness Whereof, the Parties hereto have executed this Agreement as of the day and year last written below.

Washington State Department of Transportation	Utility
By:	By:
Printed: Mike Gribner P.E	Printed:
Title: Regional Administrator	Title:
Date:	Date:

UTB 1388

Exhibit A

Special Provisions

Scope of Work

The modification of the existing water valves, fire hydrant and blow-off assembly and air valve of City of Spokane Water (Utility) line facilities to accommodate the planned roundabout at the Geiger Blvd/ Grove Rd. intersection, to be constructed by WSDOT.

UTILITY RESPONSIBILITIES:

1. The Utility will plan and coordinate the water line construction work to be performed, including procurement of materials required to perform the Work, this project has the Buy America requirement.
2. The Utility will relocate their water valves, blow off assembly, air valve and fire hydrant,
3. The Utility will complete the relocations within the time frame provided below
 - a) Fire Hydrant and 12 inch water valve – Done in Stage 1 of the roundabout construction, (one day of work)
 - b) New 4 inch Blow off assembly, 18 inch water valves and 2 inch air valve. – Done in Stage 2 of the roundabout construction, (one day of work)
 - c) Remove 3 valves and install tee – Done in stage 3 of the roundabout construction, (three days of work)

WSDOT RESPONSIBILITIES:

1. WSDOT will provide, to the Utility, CAD files and plans for the proposed Geiger Blvd/ Grove Rd roundabout construction.
2. WSDOT will provide a work window in the contract special provisions.



**City of Spokane Water Department
914 E. North Foothills Dr.
Spokane, WA 99207**

Construction Estimate

2/6/2020
Air Valve/Blowoff Relocates

Geiger Blvd & Flightline

TOTAL ESTIMATE *

\$9,341.93

← **Round to \$9,342**

**THIS CONSTRUCTION ESTIMATE IS VALID FOR ONE YEAR
FULL PAYMENT IN THE AMOUNT OF THE ESTIMATE MUST BE
PAID IN ADVANCE BEFORE THE PROJECT WILL BE SCHEDULED**

*** ESTIMATE ONLY: ACTUAL COSTS WILL BE BILLED OR REFUNDED ACCORDINGLY**

**INDIVIDUAL WATER SERVICE TAPS AND METERS ARE NOT INCLUDED IN THIS ESTIMATE
TAPS AND METERS MUST BE PURCHASED SEPARATELY AT CITY HALL.**

**ROCK REMOVAL IS NOT INCLUDED IN THIS ESTIMATE, THERE WILL BE ADDITIONAL
CHARGES IF ROCK IS ENCOUNTERED DURING THE TRENCHING OPERATION**

NOTE:

**** IF THE WATER SERVICE TAP(S) HAS BEEN PURCHASED ****

**DURING THE TIME OF THE WATER MAIN CONSTRUCTION
SPECIAL ARRANGEMENTS CAN BE MADE WITH THE PROJECT FOREMAN
TO CONSTRUCT THE WATER SERVICE LINE FROM WATER MAIN TO THE PROPERTY LINE
PAYMENT FOR THIS SERVICE LINE CONSTRUCTION CAN BE MADE
TO THE PROJECT FOREMAN**

MATERIALS				
Description	Qty		Unit Price	Total
18X2 Saddle	1	EA	150.89	\$ 150.89
2" Corp	1	EA	162.16	\$ 162.16
24" Ring & Cover	2	FT	200.49	\$ 400.98
24" Cone	1	FT	500	\$ 500.00
18X4 Saddle	1	EA	401.24	\$ 401.24
4" FLxMJ 90	1	EA	54.72	\$ 54.72
4" MJ Valve	1	EA	392.2	\$ 392.20
4" DITJ Pipe	18	EA	17.94	\$ 322.92
4" Meg	3	EA	28.88	\$ 86.64
Blowoff Box	1	EA	1500	\$ 1,500.00
Drain rock/Fabric	1	Sum	2500	\$ 2,500.00
Sub Total:				\$ 6,471.75
LABOR				
Description	Qty		Unit	Total
Water Service Foreman	4	HR	\$ 71.72	\$ 286.88
Water Service Specialist	10	HR	\$ 53.70	\$ 537.00
Heavy Equipment Oper.		HR	\$ 54.79	\$ -
Laborer II	10	HR	\$ 47.88	\$ 478.80
Laborer I			\$ 44.31	\$ -
Sub Total:				\$ 1,302.68
EQUIPMENT				
Description	Qty		Unit	Total
3/4 Yd Backhoe	6	HR	\$ 93.75	\$ 562.50
Repair Truck	10	HR	\$ 62.50	\$ 625.00
3/4 Ton Pick-up	4	HR	\$ 20.00	\$ 80.00
Dump Truck	4	HR	\$ 75.00	\$ 300.00
Sub Total:				\$ 1,567.50

CONTRACTUAL SERVICES				
Description	Qty	Unit	Total	
Asphalt Set Fee	0	EA	\$350.00	\$ -
Asphalt Replacement	0	SY	\$188.00	\$ -
Rock Removal		LF		\$ -
Backfill Material		TN		\$ -
County Permit		EA		\$ -
			Sub Total:	\$ -

TOTAL: \$9,341.93

↑
Round to \$9,342



**City of Spokane Water Department
914 E. North Foothills Dr.
Spokane, WA 99207**

Construction Estimate

2/6/2020
Relocate Hydrant

Geiger Blvd & Flightline

TOTAL ESTIMATE *

\$8,535.63

← **Round to \$8,536**

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FULL PAYMENT IN THE AMOUNT OF THE ESTIMATE MUST BE
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CHARGES IF ROCK IS ENCOUNTERED DURING THE TRENCHING OPERATION**

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PAYMENT FOR THIS SERVICE LINE CONSTRUCTION CAN BE MADE
TO THE PROJECT FOREMAN**

MATERIALS					
Description	Qty		Unit Price	Total	
12" Sleeve	3	EA	136.14	\$	408.42
12" Meg	14	EA	26.75	\$	374.50
12" DITJ Pipe	8	FT	22.38	\$	179.04
6" DITJ Pipe	20	FT	12.41	\$	248.20
12" MJ Valve	1	EA	1514.75	\$	1,514.75
Valve Box Top Section	2	EA	64.04	\$	128.08
Valve Box Bottom Section	2	EA	68.78	\$	137.56
12X12X6 MJ Tee	1	EA	186.45	\$	186.45
6" MJ Valve	1	EA	510.15	\$	510.15
				\$	-
				Sub Total:	\$ 3,687.15
LABOR					
Description	Qty		Unit	Total	
Water Service Foreman	4	HR	\$ 71.72	\$	286.88
Water Service Specialist	20	HR	\$ 53.70	\$	1,074.00
Heavy Equipment Oper.		HR	\$ 54.79	\$	-
Laborer II	20	HR	\$ 47.88	\$	957.60
Laborer I			\$ 44.31	\$	-
				Sub Total:	\$ 2,318.48
EQUIPMENT					
Description	Qty		Unit	Total	
3/4 Yd Backhoe	8	HR	\$ 93.75	\$	750.00
Repair Truck	20	HR	\$ 62.50	\$	1,250.00
3/4 Ton Pick-up	4	HR	\$ 20.00	\$	80.00
Dump Truck	6	HR	\$ 75.00	\$	450.00
				Sub Total:	\$ 2,530.00

CONTRACTUAL SERVICES				
Description	Qty	Unit	Total	
Asphalt Set Fee	0	EA	\$350.00	\$ -
Asphalt Replacement	0	SY	\$188.00	\$ -
Rock Removal		LF		\$ -
Backfill Material		TN		\$ -
County Permit		EA		\$ -
			Sub Total:	\$ -

TOTAL: \$8,535.63

Round to \$8,536



UTB 1388
Exhibit A Estimate
Page 7 of 9

**City of Spokane Water Department
914 E. North Foothills Dr.
Spokane, WA 99207**

Construction Estimate

2/6/2020

Valve Relocates

Geiger Blvd & Flightline

TOTAL ESTIMATE *

\$27,329.34

← **Round to \$27,329**

**THIS CONSTRUCTION ESTIMATE IS VALID FOR ONE YEAR
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TO CONSTRUCT THE WATER SERVICE LINE FROM WATER MAIN TO THE PROPERTY LINE
PAYMENT FOR THIS SERVICE LINE CONSTRUCTION CAN BE MADE
TO THE PROJECT FOREMAN**

MATERIALS				
Description	Qty		Unit Price	Total
12" Sleeve	1	EA	136.14	\$ 136.14
12" Meg	3	EA	26.75	\$ 80.25
12" DITJ Pipe	6	FT	22.38	\$ 134.28
18" DITJ Pipe	20	FT	38.51	\$ 770.20
18" MJ Valve	2	EA	5675	\$ 11,350.00
Valve Box Top Section	2	EA	64.04	\$ 128.08
Valve Box Bottom Section	2	EA	68.78	\$ 137.56
18" Sleeve	4	EA	356.69	\$ 1,426.76
18" Meg	14	EA	211.42	\$ 2,959.88
18X18X12 MJ Tee	1	EA	1206.83	\$ 1,206.83
Sub Total:				\$ 18,329.98
LABOR				
Description	Qty		Unit	Total
Water Service Foreman	8	HR	\$ 71.72	\$ 573.76
Water Service Specialist	30	HR	\$ 53.70	\$ 1,611.00
Heavy Equipment Oper.		HR	\$ 54.79	\$ -
Laborer II	45	HR	\$ 47.88	\$ 2,154.60
Laborer I			\$ 44.31	\$ -
Sub Total:				\$ 4,339.36
EQUIPMENT				
Description	Qty		Unit	Total
3/4 Yd Backhoe	16	HR	\$ 93.75	\$ 1,500.00
Repair Truck	30	HR	\$ 62.50	\$ 1,875.00
3/4 Ton Pick-up	8	HR	\$ 20.00	\$ 160.00
Dump Truck	15	HR	\$ 75.00	\$ 1,125.00
Sub Total:				\$ 4,660.00

CONTRACTUAL SERVICES				
Description	Qty	Unit	Total	
Asphalt Set Fee	0	EA	\$350.00	\$ -
Asphalt Replacement	0	SY	\$188.00	\$ -
Rock Removal		LF		\$ -
Backfill Material		TN		\$ -
County Permit		EA		\$ -
			Sub Total:	\$ -

TOTAL: \$27,329.34

Round to \$27,329

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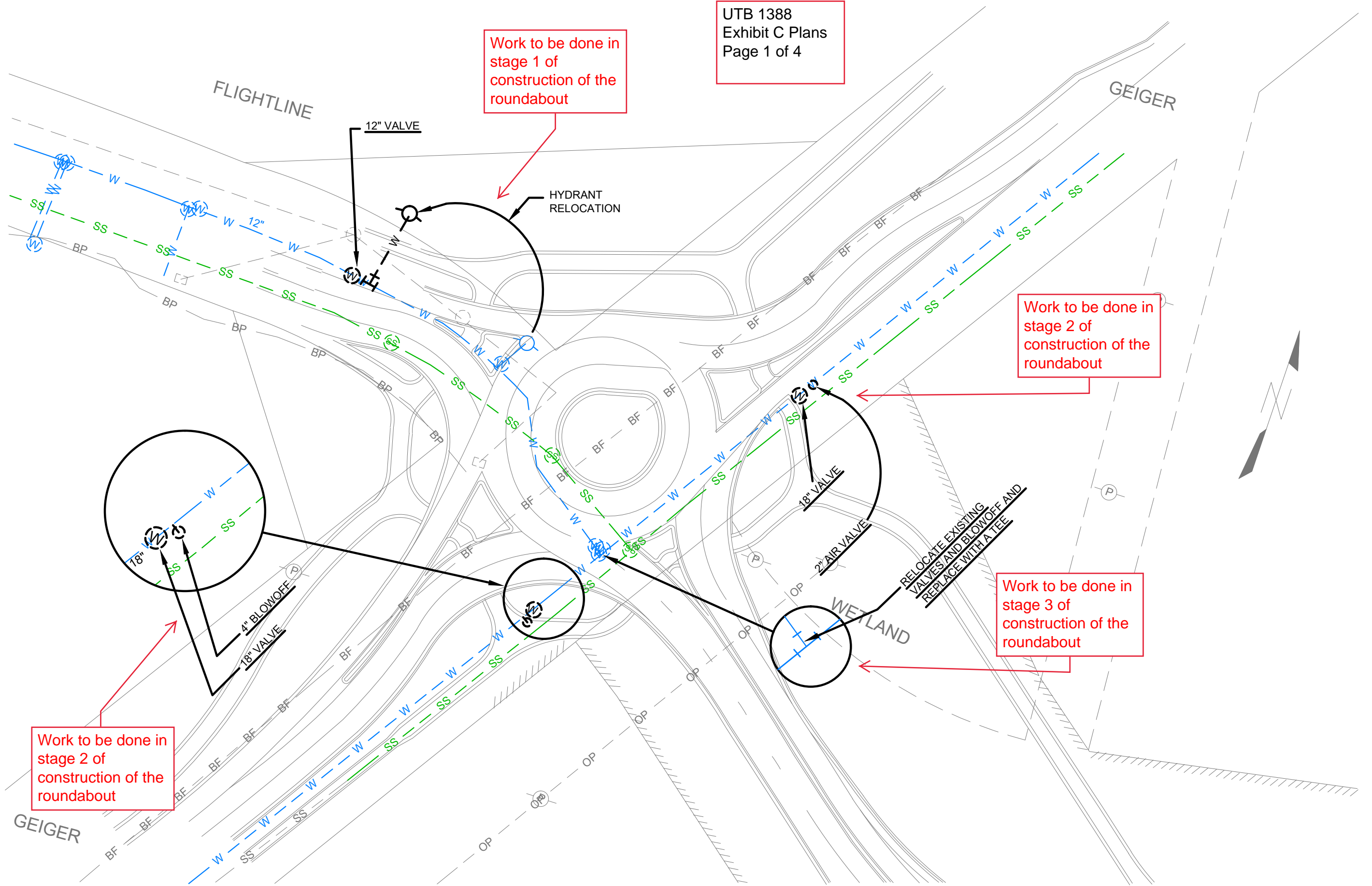


DEVELOPER SERVICES
808 W. SPOKANE FALLS BLVD
SPOKANE, WA 99201
(509) 625-6300

GROVE / GEIGER ROUNDABOUT RELOCATION PLAN

SCALE
NTS
DATE
02/07/20

PROJECT #
DRAWN BY
EDJ



UTB 1388
Exhibit C Plans
Page 1 of 4

Work to be done in
stage 1 of
construction of the
roundabout

Work to be done in
stage 2 of
construction of the
roundabout

Work to be done in
stage 3 of
construction of the
roundabout

Work to be done in
stage 2 of
construction of the
roundabout

RELOCATE EXISTING
VALVES AND BLOWOFF AND
REPLACE WITH A TEE

SIGN SPACING = X (1)		
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' ± (2)
URBAN STREETS	25 MPH OR LESS	100' ± (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS.
 (2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

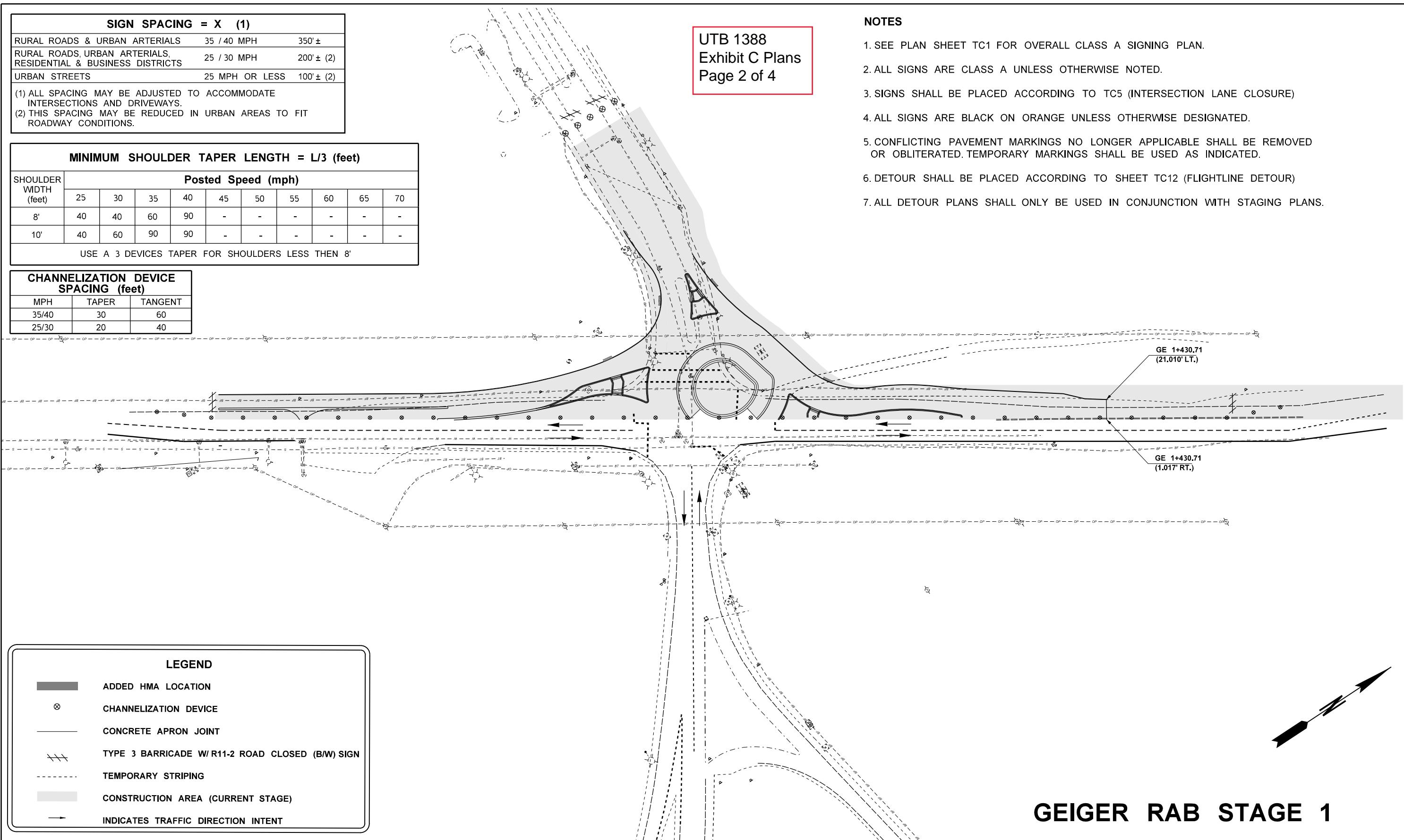
MINIMUM SHOULDER TAPER LENGTH = L/3 (feet)										
SHOULDER WIDTH (feet)	Posted Speed (mph)									
	25	30	35	40	45	50	55	60	65	70
8'	40	40	60	90	-	-	-	-	-	-
10'	40	60	90	90	-	-	-	-	-	-
USE A 3 DEVICES TAPER FOR SHOULDERS LESS THEN 8'										

CHANNELIZATION DEVICE SPACING (feet)		
MPH	TAPER	TANGENT
35/40	30	60
25/30	20	40








UTB 1388
Exhibit C Plans
Page 2 of 4


NOTES

1. SEE PLAN SHEET TC1 FOR OVERALL CLASS A SIGNING PLAN.
2. ALL SIGNS ARE CLASS A UNLESS OTHERWISE NOTED.
3. SIGNS SHALL BE PLACED ACCORDING TO TC5 (INTERSECTION LANE CLOSURE)
4. ALL SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE DESIGNATED.
5. CONFLICTING PAVEMENT MARKINGS NO LONGER APPLICABLE SHALL BE REMOVED OR OBLITERATED. TEMPORARY MARKINGS SHALL BE USED AS INDICATED.
6. DETOUR SHALL BE PLACED ACCORDING TO SHEET TC12 (FLIGHTLINE DETOUR)
7. ALL DETOUR PLANS SHALL ONLY BE USED IN CONJUNCTION WITH STAGING PLANS.



LEGEND

- | | |
|-------------------------------------------------------------------------------------|--------------------------------------------------|
|  | ADDED HMA LOCATION |
|  | CHANNELIZATION DEVICE |
|  | CONCRETE APRON JOINT |
|  | TYPE 3 BARRICADE W/ R11-2 ROAD CLOSED (B/W) SIGN |
|  | TEMPORARY STRIPING |
|  | CONSTRUCTION AREA (CURRENT STAGE) |
|  | INDICATES TRAFFIC DIRECTION INTENT |

FILE NAME c:\users\hlnesla\pw_wsdot\0230040\XL5647_PS_TC21.dgn										<div> Washington State Department of Transportation</div>		<div>I-90 GEIGER FIELD I/C RECONSTRUCTION</div>		PLAN REF NO
TIME 9:15:08 AM				REGION NO. 10	STATE WASH	FED.AID PROJ.NO.		TC21						
DATE 2/11/2020				JOB NUMBER 20Z006										
PLOTTED BY hlnesla				CONTRACT NO.										
DESIGNED BY L. HINES				LOCATION NO. XL5647										
ENTERED BY L. HINES												SHEET		
CHECKED BY												OF		
PROJ. ENGR. M. ALLEN P.E.												SHEETS		
REGIONAL ADM. M. GRIBNER P.E.														
REVISION		DATE	BY											

hpw:\\HQOLYMAPPPW03P.WSDOT\\Documents\\Eastern_Projects\\0901275.95_GeigerField\\Reconstruction\\Design_CAD\\Contract Plans\\410 - WZTCPlan\\XL5647_PS_TC22

SIGN SPACING = X (1)		
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' ± (2)
URBAN STREETS	25 MPH OR LESS	100' ± (2)
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS.		
(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.		

MINIMUM SHOULDER TAPER LENGTH = L/3 (feet)										
SHOULDER WIDTH (feet)	Posted Speed (mph)									
	25	30	35	40	45	50	55	60	65	70
8'	40	40	60	90	-	-	-	-	-	-
10'	40	60	90	90	-	-	-	-	-	-
USE A 3 DEVICES TAPER FOR SHOULDERS LESS THEN 8'										

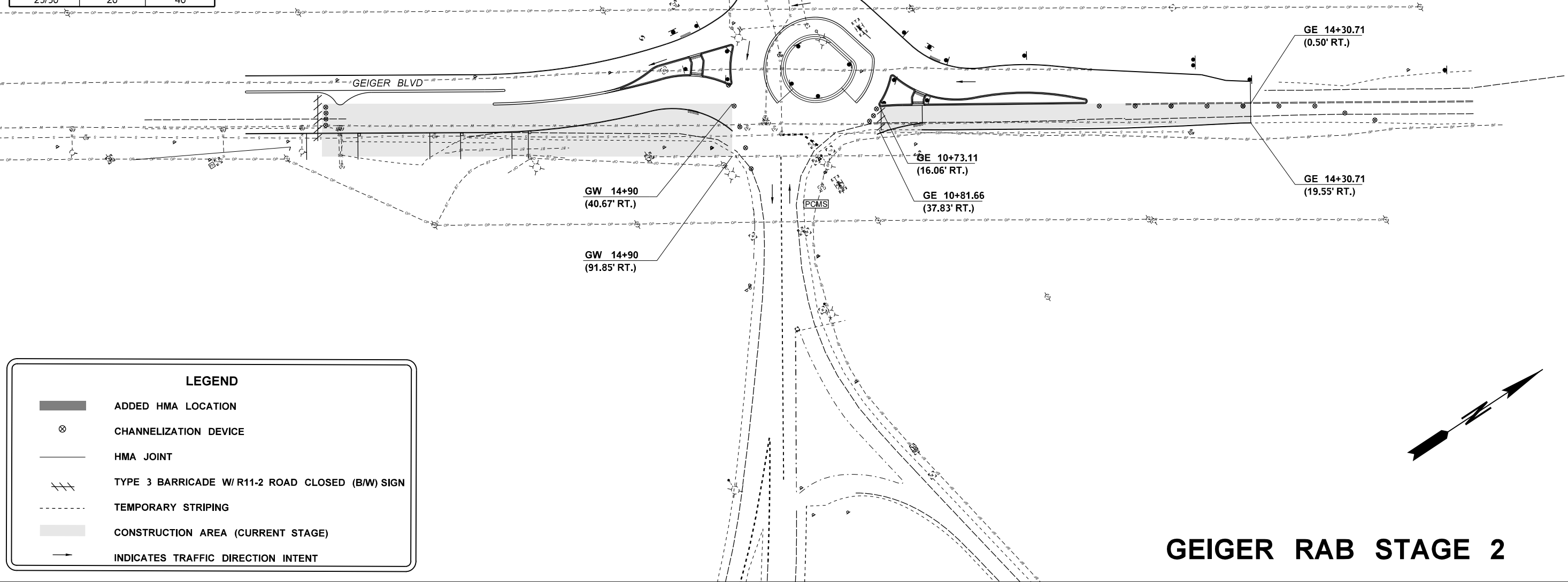
CHANNELIZATION DEVICE SPACING (feet)		
MPH	TAPER	TANGENT
35/40	30	60
25/30	20	40


PCMS MESSAGE #1	
PHASE 1	PHASE 2
GEIGER E-BND CLOSED	GEIGER W-BND OPEN
1.5 SEC	1.5 SEC

**FIELD LOCATE 1 MILE (+-) IN
ADVANCE OF LANE CLOSURE**

- ## NOTES
1. SEE PLAN SHEET TC1 FOR OVERALL CLASS A SIGNING PLAN.
 2. ALL SIGNS ARE CLASS A UNLESS OTHERWISE NOTED.
 3. SIGNS SHALL BE PLACED ACCORDING TO TC4 (SINGLE-LANE CLOSURE FOR MULTI-LANE ROADWAYS)
 4. ALL SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE DESIGNATED.
 5. CONFLICTING PAVEMENT MARKINGS NO LONGER APPLICABLE SHALL BE REMOVED OR OBLITERATED. TEMPORARY MARKINGS SHALL BE USED AS INDICATED.
 6. DETOUR SHALL BE PLACED ACCORDING TO SHEETS TC12 AND TC13 (FLIGHTLINE AND GEIGER EAST)
 7. ALL DETOUR PLANS SHALL ONLY BE USED IN CONJUNCTION WITH STAGING PLANS.
 8. SEE SIGN SHEETS SN-8 AND SN-9 FOR PERMANENT SIGN INSTALLATION

UTB 1388
Exhibit C Plans
Page 3 of 4



c:\users\hinesla\pw_wsdot\0230040\XL5647_PS_TC22.dgn														<div><p>Washington State Department of Transportation</p></div>		<div>I-90 GEIGER FIELD I/C RECONSTRUCTION</div>		PLAN REF NO	
TIME	9:15:12 AM				REGION NO.	STATE	FED.AID PROJ.NO.		TC22										
DATE	2/11/2020				10	WASH													
PLOTTED BY	hinesla				JOB NUMBER														
DESIGNED BY	L. HINES				20Z006														
ENTERED BY	L. HINES				CONTRACT NO.		LOCATION NO.				SHEET								
CHECKED BY							XL5647		OF										
PROJ. ENGR.	M. ALLEN P.E.								DATE		DATE		<div>STAGING PLANS</div>		SHEETS				
REGIONAL ADM.	M. GRIBNER P.E.								P.E. STAMP BOX		P.E. STAMP BOX								
		REVISION	DATE	BY															

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SIGN SPACING = X (1)		
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' ± (2)
URBAN STREETS	25 MPH OR LESS	100' ± (2)
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS. (2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.		








MINIMUM SHOULDER TAPER LENGTH = L/3 (feet)										
SHOULDER WIDTH (feet)	Posted Speed (mph)									
	25	30	35	40	45	50	55	60	65	70
8'	40	40	60	90	-	-	-	-	-	-
10'	40	60	90	90	-	-	-	-	-	-
USE A 3 DEVICES TAPER FOR SHOULDERS LESS THEN 8'										

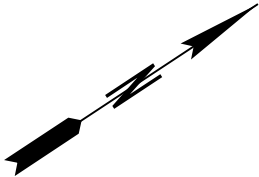
CHANNELIZATION DEVICE SPACING (feet)		
MPH	TAPER	TANGENT
35/40	30	60
25/30	20	40

UTB 1388
Exhibit C Plans
Page 4 of 4

NOTES


1. SEE PLAN SHEET TC1 FOR OVERALL CLASS A SIGNING PLAN.
2. ALL SIGNS ARE CLASS A UNLESS OTHERWISE NOTED.
3. SIGNS SHALL BE PLACED ACCORDING TO TC
4. ALL SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE DESIGNATED.
5. CONFLICTING PAVEMENT MARKINGS NO LONGER APPLICABLE SHALL BE REMOVED OR OBLITERATED. TEMPORARY MARKINGS SHALL BE USED AS INDICATED.
6. DETOUR ROUTES SHALL BE PLACED ACCORDING TO SHEETS TC9 AND TC13 (WB RAB STG 2 DETOUR AND GEIGER EAST)
7. ALL DETOURS SHALL ONLY BE USED IN CONJUNCTION WITH STAGING PLANS.

LEGEND	
	ADDED HMA LOCATION
	CHANNELIZATION DEVICE
	HMA JOINT
	TYPE 3 BARRICADE W/ R11-2 ROAD CLOSED (B/W) SIGN
	TEMPORARY STRIPING
	CONSTRUCTION AREA (CURRENT STAGE)
	INDICATES TRAFFIC DIRECTION INTENT



GEIGER RAB STAGE 3

FILE NAME c:\users\hinesla\pw_wsdot\id0230040\XL5647_PS_TC23.dgn																			
TIME	9:15:16 AM					REGION NO.	STATE	FED.AID PROJ.NO.											
DATE	2/11/2020					10	WASH												PLAN REF NO
PLOTTED BY	hinesla					JOB NUMBER 202006		LOCATION NO. XL5647											TC23
DESIGNED BY	L. HINES																		SHEET
ENTERED BY	L. HINES					CONTRACT NO.													OF
CHECKED BY																			SHEETS
PROJ. ENGR.	M. ALLEN P.E.					REVISION		DATE		BY									
REGIONAL ADM.	M. GRIBNER P.E.																		



Washington State
Department of Transportation

I-90
GEIGER FIELD I/C
RECONSTRUCTION

STAGING PLANS

1 (August 6, 2012)
2 In accordance with Buy America requirements contained in 23 CFR 635.410, the major
3 quantities of steel and iron construction material that is permanently incorporated into
4 the project shall consist of American-made materials only. Buy America does not apply
5 to temporary steel items, e.g., temporary sheet piling, temporary bridges, steel
6 scaffolding and falsework.
7
8 Minor amounts of foreign steel and iron may be utilized in this project provided the cost
9 of the foreign material used does not exceed one-tenth of one percent of the total
10 contract cost or \$2,500.00, whichever is greater.
11
12 American-made material is defined as material having all manufacturing processes
13 occurring domestically. To further define the coverage, a domestic product is a
14 manufactured steel material that was produced in one of the 50 States, the District of
15 Columbia, Puerto Rico, or in the territories and possessions of the United States.
16
17 If domestically produced steel billets or iron ingots are exported outside of the area of
18 coverage, as defined above, for any manufacturing process then the resulting product
19 does not conform to the Buy America requirements. Additionally, products
20 manufactured domestically from foreign source steel billets or iron ingots do not
21 conform to the Buy America requirements because the initial melting and mixing of
22 alloys to create the material occurred in a foreign country.
23
24 Manufacturing begins with the initial melting and mixing, and continues through the
25 coating stage. Any process which modifies the chemical content, the physical size or
26 shape, or the final finish is considered a manufacturing process. The processes include
27 rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The
28 action of applying a coating to steel or iron is deemed a manufacturing process.
29 Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other
30 coating that protects or enhances the value of steel or iron. Any process from the
31 original reduction from ore to the finished product constitutes a manufacturing process
32 for iron.
33
34 Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and
35 alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced
36 iron ore.
37
38 The following are considered to be steel manufacturing processes:
39
40 1. Production of steel by any of the following processes:
41
42 a. Open hearth furnace.
43
44 b. Basic oxygen.
45
46 c. Electric furnace.
47
48 d. Direct reduction.
49
50 2. Rolling, heat treating, and any other similar processing.
51
52 3. Fabrication of the products.

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12

- a. Spinning wire into cable or strand.
- b. Corrugating and rolling into culverts.
- c. Shop fabrication.

A certification of materials origin will be required for any items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The certification shall be on DOT Form 350-109EF provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as DOT Form 350-109EF.



**Certification of Materials Origin
(Required for Acceptance of Steel Materials)**

Awarding Agency Contract No. and Title	
Contractor	
Subcontractor	
Manufacturer / Supplier	
Materials: Bid Item No. / Bid Item Description	Quantity
Material Description	

The following Certification of Materials Origin is made for the purposes of establishing materials acceptance under Contract Provisions entitled "Buy America." Materials as described above are furnished for use in compliance with the certification as noted in 1 or 2 below. Manufacturing processes for the materials are defined on the back of this form.

- ☐ 1. The materials covered by this certification are American-Made with all manufacturing processes entirely within the United State of America.
- ☐ 2. The materials furnished for this project under this certification contain steel or iron manufactured, all or in part, outside the United States of America, as indicated below.

The Description of these materials and the Country of Origin of these materials is a follows:

The Invoice Cost for the above described foreign-made materials is:

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

Contractor / Subcontractor / Manufacturer / Supplier Name

Authorized Corporate Official Signature

Date

Place

UTB 1388
Exhibit D Buy America
Page 3 of 4

The following items are considered to be Steel or Iron Manufacturing Processes

1. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron. Foreign source steel ingots or foreign source steel billets used in any manufacturing process of a steel product is considered foreign steel under the Buy America Provision.
2. Production of Steel by any of the following processes:
 - a. Open Hearth Furnace.
 - b. Basic Oxygen.
 - c. Electric Furnace.
 - d. Direct Reduction.
3. Rolling, heat treating, and any other similar processing.
4. Fabrication of the products:
 - a. Spinning wire into cable or strand.
 - b. Corrugating and rolling into culverts.
 - c. Shop fabrication.
5. Protective coatings such as zinc, aluminum, epoxy, paint, or any other coating that protects or enhances the value of steel or iron.
6. Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.

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

03/23/2020

<u>Date Rec'd</u>	3/11/2020
<u>Clerk's File #</u>	OPR 2020-0343
<u>Renews #</u>	

<u>Submitting Dept</u>	HOUSING & HUMAN SERVICES	<u>Cross Ref #</u>	ORD C35892
<u>Contact Name/Phone</u>	TIM SIGLER 6055	<u>Project #</u>	
<u>Contact E-Mail</u>	TSIGLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 21557
<u>Agenda Item Name</u>	1680 - DELAYED FUNDING - CARLYLE PERMANENT SUPPORTIVE HOUSING AGREEMENT		

Agenda Wording

The CHHS Department is requesting approval of the Pioneer Human Services Carlyle Permanent Supportive Housing Agreement that was recommended during the 5 year funding cycle on 4/24/2019.

Summary (Background)

The CHHS Department is requesting that City Council take immediate action to approve the attached Pioneer Human Services Carlyle Permanent Supportive Housing Agreement. The SBO for this project was already approved by council (ORD C35892) see attached briefing paper for detail.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 200,000.00	# 0300-53010-65410-54999-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SIGLER, TIMOTHY	<u>Study Session</u>	
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Other</u>	Urban Experience 02/10/2020
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	tsigler@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	tdanzig@spokanecity.org	
<u>Additional Approvals</u>		cbrown@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	Kburnett@spokanecity.org	
<u>GRANTS & CONTRACT MGMT</u>	BROWN, SKYLER	chhsaccounting@spokanecity.org	
		mrdavis@spokanecity.org	

		hmis@spokanecity.org
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Briefing Paper

Urban Development Committee

Division & Department:	Neighborhood and Business Services Division – Community, Housing, and Human Services (CHHS) Department
Subject:	Delayed Funding for 2 Projects in CHHS Five-Year Funding Awards
Date:	January 28, 2020
Author (email & phone):	Tija Danzig (tdanzig@spokanecity.org, ext. 6052)
City Council Sponsor:	
Executive Sponsor:	Tim Sigler
Committee(s) Impacted:	Public Safety and Community Health
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 Strategic Plan to End Homelessness 2015-2020 Consolidated Plan for Community Development
Strategic Initiative:	Reduce Homelessness / Safe and Healthy
Deadline:	July 2019
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is updating the Urban Development Committee on need to fund recommended applicants from the 2019 Five-Year Awards. Action and support needed for funds to issue two agreements for permanent housing projects for people experiencing homelessness.
Background/History: Historically, the City of Spokane has funded social services programming through one or two-year funding cycles. To increase the stability and performance of funded projects, the Community, Housing, and Human Services (CHHS) department implemented several funding cycle changes, the most significant being a shift to five-year funding commitments for service-based projects. After an 18-month long stakeholder engagement process, the five-year Request for Proposals (RFP) was opened on October 5, 2018 and closed on December, 21, 2018. The funded projects began on July 1, 2019, after an intensive application review, recommendation, and agreement process.	
Executive Summary: <ul style="list-style-type: none"> The former CHHS Director submitted a briefing paper for a City Council Study Session on April 24, 2019 to outline the process, as well as to provide City Council with the recommendations of the Continuum of Care (CoC) Funding and RFP Committee and CoC Board. At that time, CHHS was requesting City Council to approve the funding recommendations as presented, including granting authorization to enter into agreements with funded partner agencies. Based on City Council conversations, they determined to go forward with funding all but two of the projects based on the recommendations and available funding. At that time, City Council decided that two of the permanent housing projects could be held out, in favor of funding them with a different source (presumably funds potentially available through the City's participation activities outlined House Bill 1406) so that the available resources could be reallocated to shelter projects that needed additional resources as well. As such, the \$140,000 per year amount that was intended for the two permanent housing projects was reallocated by City Council for shelter. This decision was made, however, with the intention of both of these permanent housing projects being funded at their full recommended amount. Since this time, City Council learned that neither of these projects are eligible to be funded 	

under 1406 and, unfortunately, CHHS no longer has the resources to fund these projects in the initial two years of the award.

- The CHHS Department is requesting that City Council take immediate action to fund Pioneer Human Services and Transitions for the two projects that were recommended for funding during the Five-Year Funding Cycle on April 24, 2019. The recommended amounts were \$100,000 and \$40,000 respectively. This would add permanent housing capacity for our system and help alleviate the emergency need. Specifically, Pioneer Human Services proposed a re-entry project and Transitions proposed to serve women and families.
- The CHHS Department made two-year awards for all of the funded projects in the Five-Year RFP. This was done in an attempt to create performance-based targets and benchmarks and to create the infrastructure to meet those needs. As such, CHHS is requesting City Council to allocate by SBO \$280,000 for the next two years (\$140,000 for the operating term of July 1, 2019 to June 30, 2020 and \$140,000 for July 1, 2020 to June 30, 2021). After that time, the CHHS Department should be able to fund these two projects for the remainder of the three years of the award period.
- Please note that two contracts will follow for approval, once the SBO has made it through the process and been approved.

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source:

Other budget impacts: None.

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: None.

Known challenges/barriers: None.

AGREEMENT BETWEEN

CITY OF SPOKANE (“CITY”) AND PIONEER HUMAN SERVICES (“GRANTEE”) IN CONJUNCTION WITH 2019 – 2024 HOMELESS HOUSING, OPERATIONS, AND SERVICES PROGRAM (“HHOS”)

1. Grantee Pioneer Human Services 7440 West Marginal Way South Seattle, Washington 98108		2. Contract Amount \$200,000.00	3. Tax ID# 91-0791552	
			4. DUNS# 004910451	
5. Grantee’s Program Representative Brenda Graham, Director, Housing East 206 S. Post St Spokane, WA 99201 509-227-5313 Brenda.graham@p-h-s.com			6. City’s Program Representative Matt Davis, Homeless Program Representative 808 W. Spokane Falls Blvd., 6 th Floor Spokane, WA 99201 509-625-6815 mrdavis@spokanecity.org	
7. Grantee’s Financial Representative Audrey Hicks, CFO 7440 West Marginal Way South Seattle, WA 98108 206-766-7047 x1215 Audrey.hicks@p-h-s.com			8. City’s Contract Representative Matt Davis, Homeless Program Representative 808 W. Spokane Falls Blvd., 6 th Floor Spokane, WA 99201 509-625-6815 mrdavis@spokanecity.org	
9. Grantor Award # N/A		10. Start Date 07/01/2019		11. End Date 06/30/2024
12. Federal Funds N/A	CFDA # N/A	Federal Agency N/A		
13. Total Federal Award N/A	14. Federal Award Date N/A	15. Research & Development? No		16. Indirect Cost Rate 34.1% Fed. Negotiated Rate
17. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-approved by Funder		18. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		
19. Grant Purpose: This grant is designed to support an integrated system of housing assistance that can immediately address the need of a household or individual experiencing homelessness, in turn connecting them with the resources needed to end that homeless episode. Funded projects will support Spokane's Strategic Plan to End Homelessness through innovative practices that limit barriers to entry and focus on permanent housing options for clients.				
20. CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed, to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Terms and Conditions, (2) GRANTEE’s Housing Stability 5-Year Application for Funding, (3) CITY Guidelines for HHOS Grants, (4) Spokane City/County Continuum of Care 5-Year Performance Management Plan, (5) Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients, (6) Data Quality Plan, (7) Attachment “A” – Debarment Certification, and (8) Attachment “B” – Grantee Billing Form.				

(FACE SHEET)

TERMS AND CONDITIONS

SECTION NO. 1: SCOPE OF SERVICE

A. ACTIVITIES.

The GRANTEE will be responsible for administering the Carlyle Permanent Supportive Housing Program (“Program”) in a manner satisfactory to the CITY, and in accordance with the GRANTEE’s Housing Stability 5-Year Application for Funding, the CITY Guidelines for Homeless Housing, Operations, and Services Grants, the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients, and the Spokane City/County Continuum of Care 5-Year Performance Management Plan (incorporated herein by reference), and consistent with any standards required as a condition of providing these funds. The CITY and GRANTEE are hereinafter jointly referenced as the “PARTIES”, and individually a “PARTY”.

B. PROGRAM DELIVERY.

The GRANTEE agrees to provide the following Program services:

HMIS Project Name(s):	To be determined
Population(s) Served:	Chronically Homeless Individuals
# of Units in Inventory:	20
# of Beds in Inventory:	20
Projected # of Households Served	140

Permanent Housing	Minimum Performance Standards	System Performance Target	Year 1	Year 2	Year 3	Year 4	Year 5
# of households served			20	30	30	30	30
Local Measure: Average utilization rate (average # of clients served on a given night/total project inventory.	85%	95%	85%	85%	95%	95%	95%
Metric 7b.2: % of households exiting to permanent housing destinations who return to homelessness within 2 years.	93%	95%	93%	93%	95%	95%	95%
Measure 2b: % of households exiting to permanent housing destinations who return to homelessness within 2 years.	5%	3%	5%	5%	3%	3%	3%
Metric 4.3: % of adults with increased income at annual assessment.	50%	55%	50%	50%	55%	55%	55%
Metric 4.6: % of adults with increased income at project exit	45%	50%	45%	45%	50%	50%	50%

It is the intent of the CITY to continue funding for this Program for the term of this Agreement based upon performance and funding availability, but continuation of the Program is solely based upon the discretion of the CITY and entirely contingent upon receipt of state and local grant funds specifically allowed for this Program.

C. COORDINATED ASSESSMENT.

The GRANTEE shall participate in the Spokane Continuum of Care Coordinated Assessment system.

D. RENTAL ASSISTANCE.

The GRANTEE shall employ a progressive engagement approach if the GRANTEE will provide rental assistance under this Agreement.

E. CHILDREN'S SERVICES.

If the project provides housing or services to families, GRANTEE shall designate a staff person to be responsible for ensuring that children being served through the project are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start

F. PROGRAM PARTICIPANT ELIGIBILITY REVIEW.

The GRANTEE is responsible for re-evaluating the program participant's eligibility in accordance with the CITY's Guidelines for the Homeless Housing, Operations, and Services Grants.

G. PERFORMANCE MONITORING.

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

SECTION NO. 2: PERIOD OF PERFORMANCE

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

SECTION NO. 3: BUDGET

<u>Category</u>	<u>Amount</u>
Operations	\$200,000
TOTAL	\$200,000

Funds will be added to the Program budget, based on the CITY's fiscal year, on the schedule below and GRANTEE shall be able to carry over unspent Program funds from year one (1) through year two (2) up to June 30, 2021. The City shall add funds to the Program budget by annual amendment for years three (3) through five (5) of the period of performance. Remaining funds from year one (1) and year two (2) may be allocated for use in years three (3) through five (5) dependent upon program performance.

Funding will be released on the schedule below:

Year One		Year Two		Years Three - Five
07/01/2019 – 12/31/2019	01/01/2020 – 06/30/2020	07/01/2020 – 12/31/2020	01/01/2021 – 06/30/2021	07/01/2021 – 06/30/2024
\$50,000	\$50,000	\$50,000	\$50,000	To be determined

Any amendments to the budget, including additions or deletions of eligible costs or activities, must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph H of this Agreement.

SECTION NO. 4: PAYMENT

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

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

SECTION NO. 5: NOTICES

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

- B. Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

SECTION NO. 6: SPECIAL CONDITIONS

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

The GRANTEE shall notify CITY in writing of any changes in the Key Personnel assigned to the Program within thirty (30) days.

The GRANTEE shall not subaward any funds included in this Agreement.

SECTION NO. 7: GENERAL CONDITIONS

A. **“INDEPENDENT CONTRACTOR”.**

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

B. **HOLD HARMLESS.**

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

C. **WORKERS’ COMPENSATION.**

The GRANTEE shall provide statutorily sufficient Workers’ Compensation Insurance coverage for all subject employees involved in the performance of this Agreement in accordance with RCW 51.12.020, which requires subject employers to provide workers’ compensation coverage for all their subject workers and Employer’s Liability Insurance in the amount of \$1,000,000.

D. **INSURANCE AND BONDING.**

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

- 1) General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. Supplemental Umbrella insurance coverage combined with the General Liability Insurance of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage is also acceptable. It shall provide that the CITY, its agents, officers and employees are Additional Insureds, but only with respect to the GRANTEE’s services to be provided under this Agreement; and

- 2) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the GRANTEE or its insurer(s) to the CITY. As evidence of the insurance coverages required by this Agreement, the GRANTEE shall furnish an acceptable insurance certificate to the CITY at the time the GRANTEE returns this signed Agreement.

F. CITY RECOGNITION.

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

G. AMENDMENTS/MODIFICATION.

The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ninety (90) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this Agreement shall be denied unless an extenuating circumstance exists which will be reviewed on a case by case basis.** Requests for amendments to the budget must be submitted in writing as set forth in Section No. 3 of this Agreement.

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

H. SUSPENSION OR TERMINATION.

The CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time; and
- b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement; and

- c. Ineffective or improper use of funds provided under this Agreement; and/or
- d. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

I. BUSINESS REGISTRATION REQUIREMENT

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

J. DEBARMENT AND SUSPENSION

The GRANTEE has provided its certification using the form provided by the CITY as Attachment A that 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.

SECTION NO. 8: ADMINISTRATIVE REQUIREMENTS

A. DOCUMENTATION AND RECORD KEEPING.

1) Records to be Maintained.

The GRANTEE shall maintain all records pertinent to the Program and activities to be funded under this Agreement. Such records shall include and show compliance with the following as applicable, but not be limited to:

- a. Records documenting homeless status, or at risk of homeless status;
- b. Records documenting reasonable belief of imminent threat of harm;
- c. Records documenting annual income;
- d. Program participant records, housing standards and services provided;
- e. Conflict of interest and confidentiality requirements;
- f. Records documenting compliance with housing standards and Fair Housing; and

- g. Other records necessary to properly and thoroughly document Program compliance.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three (3) years. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3) Client Data

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

4) Disclosure

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

- i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
- ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
- iii. All personal information, and Personally Identifiable Information (PII) in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to: information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- b. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party, except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information, or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement, whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures

of Confidential Information. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- c. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any Confidential Information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
- d. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the Program.
- e. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over HSG funds, including program income.

6) Audits & Inspections

The GRANTEE shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE shall comply with Federal audit requirements for agencies who expend in excess of \$750,000 of federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

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

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

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

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

B. REPORTING AND PAYMENT PROCEDURES.

1) Program Income

The GRANTEE shall report monthly utilizing the Program Income Report form included in Attachment B on all program income generated by activities carried out with funds made available under this Agreement. By way of further limitations, the GRANTEE may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period.

2) Indirect Costs

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

3) Payment Procedures

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

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in Attachment B. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10th of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

a. Reimbursement Requests

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.

With the exception of the invoices for the first and last months of the project, the GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report, program income), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment.

b. Payment

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

In the event that the CITY determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY may order repayment of

the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

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

4) Homeless Management Information System (“HMIS”)

GRANTEE shall abide by all stipulated guidelines, rules, and/or directions, as specified in the HMIS Policies and Procedures, the Agency Partnership Agreement, the Data Quality Plan, and any subsequent agreements, entered into before, or during, the term of this Agreement.

If the GRANTEE is a designated Victim Service Provider, as defined under the Violence Against Women Act “VAWA” or the Victims of Crime Act “VOCA”, the GRANTEE must establish a comparable database that follows all HUD requirements. Upon request, the GRANTEE must provide aggregated data to fulfill contractual performance measures and validation of overall data quality within the comparable database. The HMIS Program Manager is responsible for certifying a database as ‘comparable’.

The GRANTEE shall enter data into the CITY Homeless Management Information System for every client served under this Agreement in accordance with current HUD/HMIS Data Standards, the Data Quality Plan, and other quality/completeness standards as established by the local Continuum of Care. Client records shall be submitted and updated, as required, **no less frequently than monthly on or before the 5th day of each month**. HMIS required data elements are determined by the funder and the HMIS Committee of the Continuum of Care Board.

GRANTEE shall submit a notice in the form of an email communication to City of Spokane HMIS, HMIS@spokanecity.org, on or before the 5th of the month. The email must contain the names of the projects for which data has been entered and must include a statement verifying that the data is both complete and accurate and a list of all projects reviewed for the month. All issues preventing accurate and complete data submissions in the HMIS shall be communicated through the HMIS support ticket system.

GRANTEE shall utilize the HMIS housing inventory tool to manage the occupancy of units and update unit information as occupancy, or housing inventory, changes. All unit information shall be updated within forty eight (48) hours of an occupancy change, or at whatever frequency is determined by mutual agreement between the GRANTEE and

CITY. GRANTEE staff that are responsible for maintaining and/or updating the housing inventory shall attend offered training on the use and operation of the HMIS-based housing tool and will respond promptly to questions regarding housing inventory posed by the CITY. Guidance regarding the information needed to accurately account for housing inventory for the annual submission of the Housing Inventory Count Report and for local planning purposes can be found on the HMIS website at www.spokanehmis.org.

The GRANTEE shall ensure that all applicable staff are fully trained to operate in the HMIS and the Service Prioritization Decision Assistant Tool (SPDAT) and Vulnerability Index – Service Prioritization Decision Assistant Tool (VI-SPDAT) prior to using these systems within ninety (90) days of providing services under this Agreement. GRANTEES providing permanent supportive housing and transitional will complete a SPDAT on all program participants at program entry, program exit, and if applicable, annually.

CITY HMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to www.spokanehmis.org. Communications regarding updates to the website will be distributed via e-mail to current HMIS users or those that opt-in to the HMIS listserv (those wishing to opt-in to the HMIS listserv should submit a request to HMIS@spokanecity.org).

GRANTEE will submit questions regarding participation in the HMIS, including data collection responsibilities, via the support request tool in the HMIS. Those without access to the HMIS should submit their question(s) to HMIS@spokanecity.org.

5) Quarterly Performance Report (“QPR”)

The GRANTEE shall submit a Quarterly Performance Report generated from the HMIS to the CITY Contract Representative for the respective reporting period in accordance with the Spokane City/County Continuum of Care 5-Year Performance Management Plan.

6) Other Reporting Requirements

GRANTEE shall submit data required for the Annual Homeless Assessment Report, Commerce Annual Report, Housing Inventory Count, the Annual Point-in-Time Count, the System Performance Measures Report, and other reporting obligations as identified by the CITY or the HMIS Committee of the CoC Board.

SECTION NO. 9: PERSONNEL AND PARTICIPANT CONDITIONS

A. NONDISCRIMINATION.

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

the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the GRANTEE.

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

B. COMPLIANCE WITH LAWS.

Each PARTY shall comply with all applicable federal, state and local laws, regulations, and Executive Orders applicable to the subject matter of this Agreement, which are incorporated by reference into this Agreement.

C. ASSIGNMENTS.

This Agreement is binding on the PARTIES and their heirs, successors, and assigns. The GRANTEE may not assign, transfer or subcontract its interest, in whole or in part, without the prior written consent of the authorizing official for the City of Spokane.

D. NON-WAIVER.

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

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

SECTION NO. 10: SEVERABILITY

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

SECTION NO. 11: SECTION HEADINGS AND SUBHEADINGS

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

SECTION NO. 12: ENTIRE AGREEMENT

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

SECTION NO. 13: CONSTRUUAL

The GRANTEE acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail

required for the proper execution and completion of the performance means that only the best general practice is to prevail, and that only material and workmanship of the best quality are to be used. This Agreement shall be construed neither in favor of, nor against either PARTY, and is intended to benefit only the PARTIES to this Agreement, there are no third-party beneficiaries.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

PIONEER HUMAN SERVICES

CITY OF SPOKANE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

**ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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 for or otherwise criminally or civilly charged by a governmental 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 Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The undersigned agrees by signing this Agreement 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 Agreement that it will include the following required certification, 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.
- (4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- (5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- (6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

**ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION**

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes ☐ If yes, answer question 2 below.

No ☐ If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes ☐ If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

No ☐ If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:

The Grantee certifies that the information contained on this form is true and accurate.

By: _____
Title: _____
Date: _____

Information & Instructions for Completing Grantee Billing Form & Itemized Expense Reports

A reimbursement request, otherwise known as a bill or invoice, consists of a Grantee Billing Form, Payee Expense Report, Staff Expense Report and detailed documentation of the expenses. The billing form includes the approved budget categories and amounts during the active performance period of the Agreement. The Payee Expense Report and Staff Expense Report should be completed to detail each itemized expense being requested on the billing form in the Current Expense Request in Column B in aggregate value for each Approved Budget Category for the current expense period.

You should bill monthly for expenditures. If there have been no expenditures paid for the previous month, an invoice is not required. Please submit a final reimbursement request with all required documentation by the identified date in your Agreement. A final program report will be required to be submitted as well. You will not be paid until all documentation and final reports are received. HMIS Data MUST be electronically posted in the HMIS database before invoices will be paid.

Complete the Staff Expense Report for each employee you are requesting reimbursement of salary and fringe benefits based on the allowed activity and amount of actual time spent performing that activity. Record the employee Name, allowed Activity being funded, the Expense Category of the approved budget applicable to the activity, Total Hours Worked, Hours Worked on Listed Activity, and Total Salary & Fringe paid during the Expense Period. If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. Total Salary and Fringe should be reflected as the monthly amount. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a single project.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration), Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a

Complete the Housing Assistance Detail Report for each housing assistance expense (rental application fees, rental assistance, security deposits, etc.) you are claiming reimbursement for. Record the HMIS client ID number, housing assistance expense type (application fee, security deposit, rent assistance, etc.) unit/FMR info if known, client lease information if known, and reimbursement information. If your grant is providing housing assistance through two or more projects, complete a Housing Assistance Detail Report for each one. If needed, complete the Housing Assistance Adjustment Report to explain changes to previously reported housing assistance expenses charged to the grant including Adjustment Reason.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjunction with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjunction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

The billing form and itemized expense reports MUST be signed in ink. The formulas should not be changed or adjusted in the form(s).

Completing the Grantee Billing Form:

- ☐ Name and address of your organization requesting reimbursement.
- ☐ Expense Period (should bill as monthly expenses, January, February, etc.)
- ☐ Enter total amount of Monthly Actual in Column B to represent the amount requested for reimbursement for the current period in the line item category of the approved budget (i.e. - Rapid Re-Housing, Emergency Shelter and Administration) and should reflect the total of itemized expenses on the Payee Expense and Staff Expense Reports. The Payee Expense and Staff Expense Reports must be completed and submitted with the billing form. You may not transfer funds between approved categories without written preapproval from the City.
- ☐ Enter Total Previously Requested in Column C, as applicable to each line item in the approved category of the budget. The
- ☐ Ensure all back up documentation is included for payment processing if you are using any type of the allocation for direct or
- ☐ Sign in ink, provide title, date, email address and telephone number before sending for approval and payment processing to City of Spokane Community, Housing, and Human Services Department.

Documentation Required for Billing Forms:

All requests for reimbursement must be supported by documentation necessary to show that the costs charged to the grant funds were incurred during the active performance period of the Agreement, were actually paid out, were allowable items and have been approved by the responsible official within the organization. For example:

Salary and Fringe – receipts, payroll reports, timesheets signed by the employee and the immediate supervisor, letters of employment that include rate of pay, benefits and employee withholdings. For staff directly charged to a grant funded program or project time and attendance records should be included as well. Other sources of documentation might include, canceled checks from employees, insurance provider, etc. or evidence of direct deposits which document outlay of expenses. **100% of the time daily must be recorded for all hours worked by activity performed. This is required for all federally funded grant positions.**

Rent/Utilities – proof of payment to vendor, rental or lease agreement, utility bills. If the cost of the space or utilities is split between grant funded and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources and the method provided.


Supplies and Materials (all Goods) – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. It's also helpful to keep information regarding where the supplies are stored and for what program or project are they being used in the organizations' internal file.

Equipment – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. Packing slips are only proof of delivery and do not act as an invoice from the vendor. If the item received is an inventorial piece of equipment, the serial number, model, and inventory tag should be noted on the purchase order or invoice from the vendor.

Other – proof of payment, receipts, invoices from vendor. Please contact the City for specific questions on required documentation.

Admin/Indirect Costs – methodology of application applied in accordance with Federal Guidance on allocation of direct costs for non-profits using the base most appropriate (for federally funded agreements) or applied in accordance with a methodology that the City has approved the use of (for agreements funded with non-federal sources).

If you are allocating either direct expenses or indirect expenses using a rate other than a federally negotiated rate or the de minimis rate (10% MTDC) the use of your allocation plan must be approved by the City prior to you charging the grant program. The allocation should consist of your pooled costs or cost basis and the narrative for the methodology applied to determining the calculated rate or percentage. Direct expenses allocated usually include utilities, rent, agency liability insurance, and may include staff paid time allocated as well.

	City of Spokane Grantee Billing Form 2019-2024 HHOS Program		City Clerk #		
			Vendor ID #		
			FMS Acct #		
SUBMIT BILLING TO: City of Spokane Community, Housing, and Human Services Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201			Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. Vendor/Claimant Certificate: I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.		
GRANTEE (Warrant is to be payable to:) Pioneer Human Services 7440 West Marginal Way South Seattle, WA 98108					
			Grantee Certification		
Project/Program:	Home Yard Cottages PSH		By: (SIGN IN INK)		
Award Number:	N/A				
Grant Term:	07/01/2019 - 06/30/2024		(TITLE) (DATE)		
Indirect Cost Rate:	34.1% FNR				
Expense Period:			(EMAIL ADDRESS) (TELEPHONE NUMBER)		
Billing Date					
	A Grant Budget	B Current Expense Request	C Total Previously Requested	D Grant Balance (A-B-C)	
EXPENSE Categories:					
YEAR ONE: July 1, 2019 - June 30, 2020					
OPERATIONS					
Salaries & Benefits	\$ 75,758.00	\$ -	\$ -	\$ 75,758.00	
Indirect Costs	\$ 24,242.00	\$ -	\$ -	\$ 24,242.00	
YEAR TWO: July 1, 2020 - June 30, 2021					
YEAR TWO FUNDS	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	
GRAND TOTAL	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00	
Contract Amount (auto populated)		\$ 200,000.00	% Expended:		0.00%
Total Expended to Date (auto populated)		\$ -	% Remaining:		100.00%
Contract Remaining Balance		\$ 200,000.00			
<input type="checkbox"/> ← Check box if final request.			CHHS Approval:		

Payee Expense Report

Organization:	Pioneer Human Services	Grant #:	N/A	City Clerk #:	
Prepared By:		Title:		Date:	

Please complete the table for ALL (non-Staff) expenses for the reported period. Copies of receipts and invoices MUST be attached.

[illegible]

Staff Expense Report

Organization:	Pioneer Human Services	Grant #:	N/A	City Clerk #:				
Prepared By:		Title:		Date:				
Please complete the table for all STAFF expenses for the reported period. Signed timesheets MUST be attached.								
Name	Activity Funded	Total Hours Worked (100% of time on ALL activities)	Hours Worked on Listed Activity	Total Salary and Fringe paid to Employee	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total Billed to this Grant	Match Contribution this Period
Example: Doe, John	Case Management	80.00	60.00	\$ 1,200.00	\$ 818.00	\$ 82.00	\$ 900.00	\$ -
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Total Staff Expenses Requested this Period					\$ -	\$ -	\$ -	\$ -

Housing Assistance Detail Report

Housing Assistance Detail Report												
Organization:	Pioneer Human Services				Grant #:	N/A				City Clerk #:		
Prepared By:					Title:					Date:		
HMIS Client ID	Assistance Type (Rent Assistance, Application Fee, Security Deposit, etc.)	Unit and FMR Information				Client Lease Information				Reimbursement Information		
		Property Address	Unit Number	Unit Size	FMR or reasonable rent	Contract Rent	Utility Allow.	Rental Deposit	Gross Rent	Total Tenant Payment	Due from City	Due from Tenant
Total Billed to City										\$	-	

Housing Assistance Adjustment Report

Organization:	Pioneer Human Services		Grant #:	N/A			City Clerk #		
Prepared By:			Title:				Date:		
Client ID	Unit Address and Number	Reason for Adjustment	Original Billing Period	Original Amount Charged to Grant	Revised Amount Charged to Grant	Difference (Due To)/From Grant	Original Amount Charged to Tenant	Revised Amount Charged to Tenant	Difference (Due To)/From Tenant
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Match Report

Organization:	Pioneer Human Services	Grant #:	N/A	City Clerk #:	
Prepared By:		Title:		Date:	
Project Match Requirement:	\$ -	Match Type:			

Please complete the table and provide required supporting documentation to demonstrate that the project match requirement has been met.

Expense Category	Expense Subcategory	Match Type <small>(cash or in-kind)</small>	Reporting Period Actual	Previously Reported	Total to Date
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Total Project Match Reported			\$ -	\$ -	\$ -

Program Income Report					
Organization:	Pioneer Human Services	Grant #:	N/A	City Clerk #:	
Prepared By:		Title:		Date:	
Please complete the table for ALL expenses paid with Program Income prior to the request for reimbursement of grant funds for the reported period.					
Expense Category (Support Services, Operating Expenses, etc.)	Expense Type (Rent, Maintenance, Furnishings, Case Management etc.)	Amount	Notes		
		\$ -			
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Total Expenses Paid with Program Income Requested this Period		\$ -			

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

03/23/2020

Date Rec'd

3/10/2020

Clerk's File #

ORD C35898

Renews #**Submitting Dept**

PLANNING

Contact Name/Phone

TIRRELL BLACK 6185

Contact E-Mail

TBLACK@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Agenda Item Name

0650 - SBO - WA COMMERCE HOUSING ACTION PLAN GRANT

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

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane.

Summary (Background)

The City has been awarded a grant by WA Commerce in conformance with RCW 36.70A.600 to develop a Housing Action Plan and WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C-35857, as above entitled, and which passed the City Council December 16, 2019, it is necessary to make changes in the appropriations of the Miscellaneous Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance. (Council Sponsor: CP Beggs)

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 100,000

1360-99063-99999-33442-99999

Revenue \$ 100,000

1360-99063-58620-54201-99999

Select \$

#

Select \$

#

Approvals**Dept Head**

MEULER, LOUIS

Division Director

CORTRIGHT, CARLY

Finance

ORLOB, KIMBERLY

Legal

RICHMAN, JAMES

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session**

02/04/2020

Other**Distribution List**

tblack@spokanecity.org

lmeuler@spokanecity.org

kfreibott@spokanecity.org

Additional Approvals**Purchasing**

korlob@spokanecity.org

BUDGET

WALLACE, TONYA

jlargent@spokanecity.org

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	NBS – Neighborhood & Planning Services
Subject:	Council acceptance of WA Commerce Grant Award of \$100,000. for Housing Action Plan (HB 1923 Grant)
Date:	February 24, 2020
Author (email & phone):	Tirrell Black, Principal Planner, tblack@spokanecity.org (6185)
City Council Sponsor:	Council President Beggs
Executive Sponsor:	Wes Crago
Committee(s) Impacted:	Urban Experience & Public Infrastructure, Environment and Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link item to guiding document –Comp Plan, Strategic Plan)	Comprehensive Plan, Chapter 6 Housing Strategic Plan - Housing
Strategic Initiative:	Increase housing quality and diversity
Deadline:	The Housing Action Plan must be adopted by April 1, 2021. Commerce requires that last 30% of grant award (\$30,000) be withheld until the Housing Action Plan is adopted.
Outcome:	<p>Housing Action Plan will provide updated demographic and employment data for the city and project housing needs across all sectors not just affordable.</p> <p>Housing Action Plan must identify actions the city can take to address anticipated housing needs.</p>
<u>State Legislative Background</u> <ul style="list-style-type: none"> E2SHB1923 – Increasing Residential Building Capacity – incentivizes cities across Washington State to look at ways to efficiently add housing and to more proactively anticipate the housing need. This legislation has also directed the Runstad Center for Real Estate Studies at UW to begin reporting on statewide residential capacity. In addition to providing grant incentives to local government, this bill made several changes to both the GMA (Growth Management Act RCW 36.70A) and also to SEPA (State Environmental Policy Act RCW43.21C), again to streamline actions that encourage residential capacity. These have been codified in the RCW. 	
<u>Housing Action Plan Components:</u> <ul style="list-style-type: none"> ❖ This plan considers all housing income levels, including affordable. ❖ This plan focuses on creating an implementable set of actions focusing on policy decisions and code amendments that are within the city's ability. ❖ A consultant contract will be entered into to complete the Housing Action Plan, but project management and public engagement will require staff time. ❖ Stakeholders involved in the many sectors of the housing industry regionally are significant. ❖ The majority of cities within the state that have requested this grant are using it toward Housing Action Plans, including City of Spokane Valley. 	
<u>Budget Impact:</u> Other budget impacts: (revenue generating, match requirements, etc.) Grants funds from WA Commerce, no match required. Staff time will be required.	

The required steps in the Housing Action Plan are below.

(a) Quantify existing and projected housing needs for <u>all income levels</u> , including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households;
(b) Develop strategies to increase the supply of housing , and variety of housing types needed to serve the housing needs identified in subsection (a)
(c) Analyze population and employment trends , with documentation of projections;
(d) Consider strategies to minimize displacement of low-income residents resulting from redevelopment.
(e) Review and evaluate the current housing element in the City's Comprehensive Plan, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions;
(f) Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups; and
(g) Identify programs and actions to implement the recommendations of the housing action plan.

ORDINANCE NO C35898

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C-35857, as above entitled, and which passed the City Council December 16, 2019, it is necessary to make changes in the appropriations of the Miscellaneous Grants 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 Miscellaneous Grants Fund, and the budget annexed thereto with reference to the Miscellaneous Grants Fund, the following changes be made:

FROM:	1360-99063	Miscellaneous Grants – Affordable Housing	
	99999-33442	Dept of Commerce	<u>\$ 100,000</u>
TO:	1360-99063	Miscellaneous Grants – Affordable Housing	
	58620-54201	Contractual Services	<u>\$ 100,000</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 create a budget for the Affordable Housing Grant received from the Department of Commerce, 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

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

03/23/2020

Date Rec'd

3/10/2020

Clerk's File #

RES 2020-0018

Renews #**Submitting Dept**

PLANNING

Contact Name/Phone

TERI STRIPES X6597

Contact E-Mail

TSTRIPES@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

0650- RESOLUTION APPROVING ESMERALDA COMMERCE PARK, LLC,

Agenda Wording

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND ESMERALDA COMMERCE PARK, LLC RELATING TO CERTAIN PUBLIC INFRASTRUCTURE COSTS. (Council Sponsor: CM Cathcart and CM Mumm)

Summary (Background)

The Project Review Committee's recommendation regarding Esmeralda Commerce Park, LLC incentive application was approved on July 15, 2019. Staff prepared a development agreement with Esmeralda Commerce Park, LLC RELATING, setting forth the terms and conditions for the \$201,049.00 incentive and the funds the NEPDA has elected to direct of \$1,250,000.00, allocated to it by the City towards the construction of public improvements within the Project.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 201,049

1920 30210 58700 54201 99999

Expense \$ 1,250,000

3200-49854-95300-56701-99999

Select \$

#

Select \$

#

Approvals**Dept Head**

MEULER, LOUIS

Division Director

CORTRIGHT, CARLY

Finance

ORLOB, KIMBERLY

Legal

RICHMAN, JAMES

For the Mayor

ORMSBY, MICHAEL

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

3/9/20 Urban Experience

Distribution List

smsimmons@spokanecity.org

lmeuler@spokanecity.org

Additional Approvals

tstripes@spokanecity.org

Purchasing

jrichman@spokanecity.org

korlob@spokanecity.org

jchurchill@spokanecity.org

Briefing Paper

Urban Experience Committee

Division & Department:	Business & Neighborhood Services, Planning & Economic Development
Subject:	Esmeralda Commerce Park Projects of Citywide Significance and Joint Strategic Funds Development Agreement
Date:	3/9/2020
Contact (email & phone):	Teri Stripes, tstripes@spokanecity.org, x6597
City Council Sponsor	Candice Mumm and Michael Cathcart
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Urban Experience and Finance
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)	Aligns with the Strategic Plan by providing investment in a project of citywide significance.
Strategic Initiative:	Urban Experience – Projects of Citywide Significance Incentive
Deadline:	3/9/2020
Outcome: (deliverables, delivery duties, milestones to meet)	Projects of Citywide Significance Development Agreements to be drafted for providing strategic investment reimbursement for eligible public improvement costs related to the redevelopment of two projects. <ul style="list-style-type: none"> • Esmeralda Commerce Park
<p><u>Background/History:</u> Esmeralda Commerce Park applied for a development incentive pursuant to the City's Projects of Citywide Significance Incentive Policy. Based on the findings of public benefits expected to result from the Project, Staff recommended that the Project Review Committee award a financial incentive to the Project and be applied to eligible public improvement costs related to the Project, as outlined in Admin 0650-16-02.</p> <p>Council will be asked to approve the Development Agreement, which includes the Project Review Committee's recommendation of an incentive of \$201,049.</p> <p>This Development Agreement also includes Joint Strategic Funding for infrastructure improvements in the Northeast Public Development Authority (NEPDA). The NEPDA has partnered with this project to reimburse a portion of the costs associated with the construction of a new road. That reimbursement is not to exceed \$1,250,000. The NEPDA agreed to all the terms outlined in the Development Agreement between the developer and the City at its meeting February 14, 2020.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • Staff has completed with the Project Review Committee's review, scoring, and recommendation of incentive amount for the future Development Agreements for both Projects. Attached are the complete project details, Staff Report with Review Committee approval, Development Agreement, and the Resolution. • The Projects will cause both direct and indirect public benefits and can reasonably be expected to stimulate economic growth and create new jobs. • The City's incentive will be applied on a reimbursement basis to the eligible public realm improvements as will the reimbursement of the road construction. 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	

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.)		
<u>Operations Impact:</u>		
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

RES 2020-0018

RESOLUTION NO. 2020-0018

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND ESMERALDA COMMERCE PARK, LLC RELATING TO CERTAIN PUBLIC INFRASTRUCTURE COSTS.

WHEREAS, The Esmeralda Commerce Park (ECP) project is a proposed development project in southwestern portion of the YARD consisting of approximately seventeen blighted, vacant, Light Industrial zoned acres. The project is described in the application and related attachments as a modern industrial park, featuring 5-6 buildings, sidewalks, with landscaping featuring Ponderosa Pine and Douglass Fir, trees native to Spokane (the "Project"), Esmeralda Commerce Park, LLC applied for a development incentive pursuant to the City's Projects of Citywide Significance Incentive Policy. Based on the findings of public benefits expected to result from the Project, and in order to induce Esmeralda Commerce Park, LLC to construct Esmeralda Commerce Park, the Project Review Committee recommended a financial incentive of \$201,049 be awarded to the Project and applied to eligible public improvement costs related to the Project, as outlined in Admin 0650-16-02.

WHEREAS, the Project Review Committee's approved staff's recommendation regarding Esmeralda Commerce Park, LLC incentive application on May 13, 2019. Staff proceeded to prepare a development agreement with Esmeralda Commerce Park, LLC, setting forth the terms and conditions under which the \$201,049 incentive will be applied to eligible public improvements costs related to the Project, subject to final approval by Council as outlined in Admin 0650-16-02.

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

WHEREAS, through Spokane Municipal Code Chapter 4.25 and City of Spokane Ordinance No. C-34813, the Northeast Public Development Authority (NEPDA) was established for purposes consistent with RCW 35.21.730 through .757 to facilitate the acquisition, construction, development and operation of public benefit projects and improve economic conditions in and around the City and County of Spokane. The NEPDA has elected to direct \$1,250,000.00 of funds allocated to it by the City towards the construction of public improvements within the Project.

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

WHEREAS, pursuant to other provisions of State law, including chapter 39.89 RCW relating to community revitalization financing, and RCW 82.02.050-.090 relating to certain development impact fees, Washington cities are authorized to participate in the cost of financing public improvements where the cities' participation will encourage private

investment in the surrounding area and are further authorized, pursuant to Chapter 36.70B RCW, to enter into development agreements obligating party to fund or provide infrastructure.

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

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

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

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

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

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

City Clerk

Approved as to form:

Assistant City Attorney

Exhibit A

Development Agreement

Recorded at the Request of
and after Recording Return to:

City of Spokane
Office of the City Attorney
James A. Richman
808 W. Spokane Falls Blvd.
Spokane, WA 99201

DEVELOPMENT AGREEMENT

Grantor	City of Spokane, a municipal corporation
Grantee (1)/Developer:	ESMERALDA COMMERCE PARK, LLC , a Washington Limited Liability Company
Legal Description (abbreviated):	MINNEHAHA N L1TO12 B77, MINNEHAHA N L1TO12 B79, MINNEHAHA N L1TO12 B76, MINNEHAHA N LTS 1 TO 12 BLK 65 AND N1/2 VAC WALTON AVE ADJ & W1/2 VACFERRALL ST ADJ, MINNEHAHA N LTS 1 TO 12 BLK 62 AND S1/2 VAC WALTON AVE & W1/2 VACFERRALL ST ADJ, MINNEHAHA N L1TO12 B80, MINNEHAHA N L1TO12 B75, MINNEHAHA N L1TO12 B66, MINNEHAHA ADD NORTH LTS 1&2 & LTS 8&9 BLK 74, MINNEHAHA ADD NORTH LTS 1&2 & LTS 8&9 BLK 74, MINNEHAHA ADD NORTH LTS 1&2 & LTS 8&9 BLK 60
Assessor's Tax Parcel ID#:	35032.1701, 35032.1901, 35032.1601, 35032.0801, 35032.0501, 35032.2001, 35032.1501, 35032.0901, 35032.1405, 35032.1005, 35032.0303

THIS DEVELOPMENT AGREEMENT (“**Agreement**”), having an effective date of _____, 2020 (“**Effective Date**”), is entered into by and among City of Spokane, a municipal corporation of the State of Washington (the “**City**”), and **ESMERALDA COMMERCE PARK, LLC** (the “**Developer**”), collectively referred to hereinafter as the “**Parties**.”

RECITALS

A. Developer owns property bordered by N Freya Street on the East, E Rich Avenue on the North, Garland Avenue on the South, and Ralph Street on the West, in Spokane, Washington (the “**Property**”). A legal description of the Property is set forth above.

B. The Property consists of approximately seventeen (17) acres of vacant undeveloped light industrial land. Developer proposes development of a project on the Property that will be known as the Esmeralda Commerce Park (the “**Project**”).

C. The Project will be a modern industrial park featuring several buildings, sidewalks, and landscaping featuring trees native to Spokane. The Project will be built in phases and primary tenancy will be industrial and manufacturing businesses and will include approximately 410,000 square feet and employing up to 1,000 people with living wage jobs including the key priority sectors of Technology, Manufacturing, and Aerospace. The first phase of the Project will include construction of the core infrastructure needed to support future phases and the construction of one to two buildings totaling approximately 96,000 square feet.

D. Developer agrees to construct the Project according to the Applicable Rules (defined herein) to include providing public benefit in accordance with this Agreement.

E. In connection with the Project, Developer has agreed to dedicate land for public right-of-way and to construct certain public improvements (the “**Public Improvements**”) in conjunction with the Project. The Public Improvements generally include public streets, sidewalks, storm drainage systems, street lighting, and other public improvements all of which are further defined in Exhibit B and B-1.

F. Developer and the City acknowledge the right-of-way dedications and construction of the Public Improvements will: (i) support the development of the Property, (ii) promote economic development as contemplated by RCW 35.21.703, (iii) encourage further private development to include increasing the fair market value of real property within the area, and (iv) is consistent with and carries out the purposes of RCW 36.70B.170. The City has further determined that the Public Improvements are compatible and consistent with the countywide planning policy adopted by the City under RCW 36.70A.210 and the City comprehensive plan and development regulations adopted under chapter 36.70A RCW and Title 17 of the Spokane Municipal Code.

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

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

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

J. The Project will cause both direct and indirect public benefits and can reasonably be expected to make a significant difference in stimulating economic growth and the creation of new jobs within the City.

K. In connection with plans to develop the Project, Developer applied for a development incentive pursuant to the City's Projects of Citywide Significance Incentive Policy. Based on the findings of public benefits expected to result from the Project, and in order to induce Developer to develop the Project, the Project Review Committee recommended a financial incentive of \$201,049.00 be awarded to the Project and applied to eligible public improvement costs related to the Project, as outlined in Admin 0650-16-02.

L. Through Spokane Municipal Code Chapter 4.25 and City of Spokane Ordinance No. C-34813, the Northeast Public Development Authority (NEPDA) was established for purposes consistent with RCW 35.21.730 through .757 to facilitate the acquisition, construction, development and operation of public benefit projects and improve economic conditions in and around the City and County of Spokane. The NEPDA has elected to direct \$1,250,000.00 of funds allocated to it by the City towards the construction of public improvements within the Project.

M. Development Agreements are specifically authorized by RCW 36.70B.170-.210 as a proper exercise of the City's police power.

N. Pursuant to RCW 36.70B.200, the City held a public hearing with respect to consideration and approval of this Development Agreement.

NOW THEREFORE, in consideration of the above recitals which are adopted herein by reference, and in consideration of the mutual promises set forth herein, the City and the Developer enter into this Agreement.

AGREEMENT

I. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) **“Applicable Rules”** means those provisions set forth in the City of Spokane Comprehensive Plan and Title 17 of the Spokane Municipal Code. Applicable Rules shall not include any requirements set forth in any of the following: the Americans With Disabilities Act, Chapter 19.27 RCW – the State Building Code, and building, fire, plumbing or electrical codes explicitly adopted by the City, and fees (to include utility connection fees) associated with the development of land.

(b) **“Subsequent Project Approvals”** means all Project approvals required by law or City policy after approval of this Agreement to construct the Project including, but not limited to, clearing and grading permits, preliminary and final subdivision approval, binding site plan approval, building permits and occupancy permits (as applicable), as defined by state law and local ordinance.

II. Development of the Property.

(a) Developer Covenants. Developer shall, at no cost or expense to the City, diligently perform and fully complete development and construction of the Project according to approved plans and permits, and in compliance with the Applicable Rules. Provided all such development and construction shall be subject to Subsequent Project Approvals. The Project shall remain subject to all Subsequent Project Approvals required to complete the Project. Subsequent Project Approvals shall be made pursuant to the Applicable Rules and this Agreement. Developer shall obtain all required permits prior to commencing construction of the Project. Except as expressly set forth herein, this Agreement shall not be construed as a waiver of any of the conditions of development or use of the Property, nor shall this Agreement relieve Developer from Developer’s obligations to comply with rules and regulations applicable to the Property and Developer’s development of the same, and to secure such authorizations and permits as may be imposed as a condition of any work being performed on the Property. Provided, further, the parties agree, as provided for in RCW 36.70B.170(4), that the City reserves the authority, regardless of the definition of Applicable Rules in this Agreement, to impose new or different regulations during the term of this Agreement to the extent required by a serious threat to the public health and safety.

(b) Public Benefits. As part of the Project, Developer will make significant public dedications and investment in public infrastructure to include utilities and other improvements, including those Public Improvements identified in Exhibit B and B-1 hereto, all of which will provide a public benefit to residents and visitors.

(c) Changes to Project and Amendments. Any Subsequent Project Approval involving a change or amendment of the Project that does not create new environmental impacts not evaluated in the DNS, all as set forth in Chapter 197-11 WAC, shall not require an amendment to this Agreement and shall be subject to the Applicable Rules. Any Subsequent Project Approval involving a change or amendment of the Project that may have a probable significant adverse environmental impact not evaluated in the DNS and not covered by the range of alternatives and impacts analyzed in the DNS, shall be subject to further environmental review.

(d) Reservations of Authority. Notwithstanding any other provision of this Agreement, the following shall apply to the Development of the Property, provided however, that nothing in this Agreement shall diminish Developer's rights for vesting by submission of a complete building permit application pursuant to RCW 19.27.095.

(i) Procedural regulations which are not substantive relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(ii) Regulations governing construction standards and specifications as follows: the Washington State Building Code, Uniform Plumbing Code, National Electrical Code, and International Fire Code as may be amended except as they relate to standards modified by the City in the Approval.

(iii) Taxes, fees or assessments (including mitigations fees) which apply uniformly throughout the City or within a defined area of benefit which includes the Property.

III. Term.

This Agreement shall commence on the Effective Date and shall be deemed terminated and of no further effect upon the earliest occurrence of (i) mutual agreement of the parties, or (ii) December 31, 2029.

IV. Financing of the Public Improvements.

Subject to the terms and conditions of this Agreement, the Public Improvements will be financed, in part, through payment by the City, of a portion of the Developer's costs associated with construction of the Public Improvements identified in Exhibit B and B-1, in an amount not to exceed One Million Four Hundred Fifty One Thousand Forty Nine and 00/100 Dollars (\$1,451,049.00) ("**NTE Amount**"), with the actual payment amount based upon the costs shown in Developer's invoices submitted to the City, subject to the NTE Amount. In no case shall the NTE Amount exceed \$1,451,049.00.

The City's obligation to pay the full NTE Amount is contingent upon Developer completing the Project including (i) construction and dedication of the Public Improvements and (ii) construction of at least 410,000 square feet of building space. Developer may apply for partial payments of the NTE Amount subject to the requirements set forth in Section V(i) below.

V. Design and Construction of Improvements.

(a) To facilitate the Project, Developer shall cause the Public Improvements set forth in Exhibit B and B-1 to be constructed, and shall dedicate such right-of-way as is necessary to facilitate such construction, subject to the provisions of this section V.

(b) Developer shall cause the Public Improvements to be completed, in their entirety. The costs of the Public Improvements include but are not limited to costs of design, construction, permitting, insurance, bonds, professional fees (including attorney fees) and other reasonable costs incurred in the performance of this Agreement. Developer shall complete construction of the Public Improvements and the first phase buildings of approximately 96,000 square feet no later than December 31, 2021. Developer shall dedicate the right-of-way after the completion of all Public Improvements no later than December 31, 2029. The City shall not be responsible for design, construction, permitting and any other costs with respect to the Public Improvements in excess of the NTE Amount.

(c) The City shall provide Developer with a written commitment in conjunction with the completion of the dedication of right-of-way to prohibit on street parking on all public streets inside the boundaries of the Property. The prohibition shall not apply to streets bordering the Property. The City agrees to use its best efforts to pass a City ordinance prohibiting such parking. Notwithstanding the foregoing the parties acknowledge that; (i) any individual or entity may challenge the legality of such ordinance; (ii) in the event of such legal challenge City agrees to use its best efforts to defend the legality of such ordinance; (iii) despite such efforts City cannot guarantee the outcome of such legal challenge; and (iv) if, as a result of such legal challenge, City is prohibited from enforcing the ordinance, City's failure to so enforce shall not be considered to be a breach of this agreement. The foregoing parking restrictions may, however, be modified upon the mutual written agreement of City and Developer.

(d) Developer shall engage engineers or other professionals to design the Public Improvements in a manner consistent with the procedures and requirements set forth in Chapter 39.80 RCW. See Exhibit C. With respect to the Public Improvements to be transferred to the City upon their completion and acceptance, Developer shall provide an opportunity for the City to review and comment on those proposed designs prior to formal submission for administrative approval. The administrative review shall be for the purpose of determining if the designs meet or exceed applicable City design standards; provided, however, that City administrative approval of designs shall not be construed to subject the City to any liability to the Developer or any third party for defects in design. The City shall issue administrative decisions approving, denying or requesting modification of the proposed designs within twenty-one (21) calendar days after submission or those designs shall be conclusively deemed approved. In the event of administrative denial or request for modification, the City shall specify the basis for the decision and the Parties shall timely, diligently, and in good faith, attempt to resolve the matter expeditiously.

(e) All subcontractors (or a general contractor in lieu of multiple subcontractors) awarded a contract for work performed on the Public Improvements shall be selected by Developer or by a project manager on Developer's behalf, through a competitive bidding process with all qualified bids considered, which process shall be substantially similar to that used by the City for public works bidding, consistent with chapter 39.04 RCW. See Exhibit C. As a condition of the City's liability for or payment of any costs associated with the Public Improvements pursuant to this Agreement, payment for all labor in connection with the Public Improvements shall be on the basis of the State Prevailing Wage for each appropriate job classification. Developer shall pay or cause to be paid to all workers, laborers and mechanics employed to perform the construction of the Public Improvements not less than the prevailing rates of wages, as may then be determined by the Washington State Department of Labor and Industries for the particular craft in the particular geographic area. All payments for labor will be based on approved Affidavit of Wages Paid. Developer and any of its contractors/subcontractors involved in constructing the Public Improvements shall, as a condition of the City's payment for any costs associated with the Public Improvements, comply with the following: Developer and all contractors and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments and each voucher claim submitted by a contractor or subcontractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Upon completion of the Public Improvements, the contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

In all contracts for the Public Improvements, Developer shall require contractors, or the general contractor and its subcontractors, to maintain all project information, records, and documents for a period of not less than six years from the date of Developer's final acceptance of the work, and the City shall have a right to direct audit of such information, records, and documents.

(f) Access to Sewer Line. The City shall allow Developer; (i) access and connection to the existing eight-inch (8") sanitary sewer line located under East Garland Avenue; and (ii) access and connection to the existing eight-inch (8") sanitary sewer line located under East Rich Avenue. The City shall allow use of the sewer lines upon payment of the connection charge provided the same is established by ordinance and City's obligations under this agreement should not be construed as a waiver of any conditions or fees otherwise payable in connection with Developer's request to connect this property to said utilities. Prior to any such connection(s), Developer shall determine the adequacy of the existing sewers to serve the Developer's Property and/or Project. Any modifications (e.g., upsizing, etc.) of the existing sewers required to serve the Developer's Property and/or Project shall be at Developer's expense. New roadways in the Project must be located so that existing sewers are located on the centerline of such roadways. Any deviations from City standards must be approved by the City prior to construction.

(g) Access to Water Line. The City shall allow Developer; (i) access and connection to the existing eight-inch (8") water line located under East Garland Avenue; (ii) access and

connection to the existing eight-inch (8") water line located under East Rich Avenue; and (iii) access and connection to the existing twelve-inch (12") water line located under North Freya Street. The City shall allow use of the water lines upon payment of the connection charge provided the same is established by ordinance and City's obligations under this agreement should not be construed as a waiver of any conditions or fees otherwise payable in connection with Developer's request to connect this property to said utilities. Prior to any such connection(s), Developer's engineer shall submit to the City a hydraulic analysis of the existing water mains to ensure that requirements for domestic and fire flows will be achieved upon connection of the Developer's Property/Project to the City's water system. Any modifications (e.g., upsizing, etc.) of the existing water mains required to serve the Developer's Property and/or Project shall be at Developer's expense. New roadways in the Project must be located and aligned so that existing water mains are in locations acceptable to the City. Any deviations from City standards must be approved by the City prior to construction.

(h) Developer shall obtain payment and performance bonds to, respectively, guarantee payment of laborers, suppliers, materialmen, taxes and penalties and performance of the Public Improvements as generally set forth in RCW Chapter 39.08 (the "**Bonds**"). The Bonds shall be issued in an amount equal to the agreed amount to be paid for the Public Improvements and list the City of Spokane as obligee ("**Obligee**"). In the event of a default (defined herein) by the Developer (including its contractor retained to construct the Public Improvements), Obligee may execute on the Bonds for the purpose of paying amounts due pursuant to RCW 39.08.010 and causing the Public Improvements to be completed using the bond proceeds and any other funds available to the City pursuant to this Agreement.

(i) Subject to the terms and conditions of this Agreement, following completion and acceptance of 100% of the Public Improvements, Developer may invoice the City for partial payment(s) of the NTE Amount as building space is completed in the Project. Such partial payments will be based on the percent of the 410,000 square feet of building space for which Developer has received a certificate of completion from the City, minus any partial payments already made by the City – for example, Developer's receipt of a certificate of completion for a 96,000 square foot building will entitle Developer to invoice the City for twenty-three percent (23%) of the NTE Amount. Developer shall not invoice the City for any portion of the NTE Amount relating to buildings for which Developer has not received a certificate of completion on or before December 31, 2029, and in no event shall the City have any obligation to pay any invoices submitted by Developer after December 31, 2029.

(j) Invoices shall be sent to the City address indicated in Section VI, below, or at such other address that the City specifies. The invoice shall (i) describe the work performed, (ii) certify that the work has been performed consistent with the applicable required specifications of the public entity that ultimately will accept ownership of the Public Improvements, and (iii) certify that prevailing wages have been paid and demonstrate compliance with the paragraph (d) above. Payment shall be made only upon the City Chief Executive Officer's approval; which decision shall be made within sixty (60) days of receiving the invoice from the Developer. The construction of the Public Improvements in public rights of way on public property or within easements granted to governmental entities is subject to the

provisions of chapter 60.28 RCW. The City shall treat those retained amounts as a trust fund for the protection and payment of claims and taxes as set forth in RCW 60.28.011. The amounts so retained by the City shall be later released to Developer consistent with RCW 60.28.011.

(k) Upon acceptance by the City, and payment by the City to Developer of any portion of the NTE Amount, Developer shall deliver or cause to be delivered to the City, two complete sets of "as-built" drawings with respect to the Public Improvements to be transferred. Developer shall also provide such bills of sale or other documents as are appropriate to ensure the transfer to the City, of the Public Improvements constructed by Developer. Upon acceptance by the City, the Developer shall dedicate or convey to the City (i) applicable rights of way on property owned by the Developer for streets or sidewalks, and (ii) easements for all utility and other Public Improvements that are transferred to the respective governmental entity but which have been constructed on or across property owned by the Developer. The Parties shall agree upon the form and content of the documents to convey the necessary real property rights. Thereafter, the Public Improvements shall be available for use by the Developer, and any tenant, purchaser, occupant, assignee or transferee of the Property, without payment or reimbursement of any Public Improvement costs.

(l) Upon completion of the Public Improvements, and as a condition of payment by the City, Developer shall provide the City an accounting of the actual costs associated with the Public Improvements in a form determined by Developer consistent with its cost accounting practices and approved by the City as compatible with the requirements of the Washington State Auditor for audit purposes. The City shall within thirty (30) calendar days after receipt of the cost accounting, notify Developer in writing whether the City accepts, denies or requests modification of the accounting; providing, however, that in the event Developer does not receive a timely written response from the City within such time, then the actual costs associated with the Public Improvements shall be conclusively deemed accepted and approved. In the event the City refuses to accept any portion of the Public Improvements or denies or requests modification to the accounting, the City shall specify the basis for the decision and the City and Developer shall timely, diligently, and in good faith, attempt to resolve the matter expeditiously. In the event that on the date designated for payment and reimbursement there is not resolved and if within ninety (90) calendar days of City receipt of notification there remain unresolved any issues relating to actual costs, then the City shall pay to Developer the actual costs requested by Developer for the Public Improvements less the amounts unresolved, which shall be placed in an interest bearing escrow set aside account designated by Developer. The amount in dispute shall then be submitted to binding arbitration, using the services and subject to the rules of the Judicial Arbitration and Mediation Service. If an arbitrator determines that Developer prevails in the accounting dispute, Developer shall be entitled to immediate disbursement of the escrow set aside and interest accrued therein, in the amount determined by the arbitrator.

(m) Indemnification. Developer shall indemnify, defend, and hold the City, its officers, agents, and employees harmless from all loss and liability for any claim by any person, or for any injury or property damage resulting from, or by reason of, this Agreement and/or the development and construction of the Public Improvements, unless caused directly or indirectly by the City's negligence or intentional misconduct.

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

Developer's Initials

City's Initials

(n) Insurance Requirements. Developer shall procure and maintain the insurance described in the subsections below from the commencement of Developer's construction of the Public Improvements through the final completion and acceptance date of the Public Improvements by the City:

(i) Builders All Risk Comprehensive Coverage. Developer shall purchase and maintain Builders Risk insurance covering interests of the City and the Developer in the Public Improvements. Builders Risk insurance shall be on an "all-risk" policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief and collapse. The Builders Risk insurance shall include coverage for temporary buildings; debris removal; damage to materials in transit or stored offsite; mechanical or electrical breakdown/failure; loss of occupancy or business interruption costs; and, damage to electrical apparatus from electrical currents. Such insurance shall cover "soft costs" including but not limited to design costs, licensing fees, and architect's and engineer's fees. Builders Risk insurance shall be written in the amount of the completed value of the Public Improvements. The Builders Risk insurance shall be maintained until final acceptance of the Public Improvements. Developer and the City waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance applicable to the Public Improvement. The policies shall provide such waivers by endorsement or otherwise.

(ii) Commercial General Liability. Developer shall carry Commercial General Liability insurance which shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. Developer shall maintain Commercial General Liability insurance regarding the Public Improvements and their operations for at least three years following Substantial Completion of the Public Improvements. Such policy must provide the following minimum limits:

- \$5,000,000 Each Occurrence
- \$5,000,000 General Aggregate
- \$5,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury each offense
- \$1,000,000 Stop Gap/ Employers' Liability each accident

(iii) Automobile Liability. Developer shall carry Commercial Automobile Liability insurance that provides coverage for owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the Improvement involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements. Such policy must provide the following minimum limit:

- \$1,000,000 Combined single limit each accident

(iv) Workers' Compensation. Developer shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(v) Insurance Policies. Insurance policies required herein:

(aa) Qualifications. Shall be issued by companies authorized to do business in the State of Washington with the following qualifications:

- The insurance companies providing the required coverage must be rated no less than "A-:VII" with the latest edition of A. M. Best's Key Rating Guide.
- All insurance policies, with the exception of Workers' Compensation and of Builder's Risk shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:
 - The City, its officers, elected officials, employees, agents, and volunteers; and
 - The Developer, its officers, agents and employees.
- The policies shall be issued as primary and non-contributory policies; provided, however, that the City, the Developer, Developer, and general contractor(s) and subcontractors, may be insured under one (1) or more blanket insurance policies, which shall be permitted and acceptable. Any insurance, self-insurance or self-insured risk pool coverage maintained by the City shall be in excess of Developer's insurance and shall not be contributory.

- Developer shall cause each subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of Developer-provided insurance as set forth herein, except Developer shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors.

(bb) Attachments. To the extent reasonably available from insurers, each such policy or certificate of insurance mentioned and required in this Section shall have attached thereto:

- An endorsement to the effect that the insurance, as to anyone insured, shall not be invalidated by any act or neglect of any other additional insured.
- An endorsement pursuant to which the insurance carrier waives all rights of subrogation against the Parties.
- An endorsement pursuant to which such insurance is primary and noncontributory for those obligations imposed in this Agreement.

(cc) Verification of Coverage. Developer shall deliver to the City a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein prior to the commencement of the construction of any Public Improvements. Failure of the City to demand such verification of coverage with such insurance requirements or failure to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Developer's obligation to maintain such insurance. The Certificate(s) of Insurance shall clearly indicate the insurance and the type, amount, and classification required.

(dd) Cancellation. Cancellation of any insurance or nonpayment by Developer of any premium for any insurance policies required by this Agreement shall constitute an event of default under the terms of this Agreement.

(ee) Adjustments. The types of policies, risks insured, coverage amounts, deductibles and endorsements may be adjusted from time to time as the City and Developer may mutually determine in writing.

VI. Notices.

All notices under this Agreement shall be in writing and shall be effective when personally delivered, 48 hours after deposit in the United States mail first-class, as registered or certified mail, postage prepaid, return receipt requested, or by electronic communication with proof of delivery to the following representatives of the Parties at the addresses indicated below:

To Developer:

Esmeralda Commerce Park, LLC
Attn: Nick Czapla, Authorized Agent/COO
PO Box 3949
Spokane, WA 99220
Email: nickczapla@LBStoneProperties.com

To City:

City of Spokane
Attn: Tonya Wallace, Chief Financial Officer
808 W Spokane Falls Blvd
Spokane, WA 99201

Copy to: City Attorney's Office
808 W Spokane Falls Blvd
Spokane, WA 99201

Any of the Parties may change its address by giving notice in writing to the other Parties.

VII. Additional Provisions.

(a) Entire Agreement. This Agreement is complete and sets forth and contains the entire understanding and agreement of the Parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

(b) Amendments. The provisions of this Development Agreement contained in this Agreement may only be amended in writing signed by the City and the Developer.

(c) Dispute Resolution. In the event of a dispute among any of the Parties regarding matters under this Agreement, each Party shall give written notice of its concern(s) to the other Party. The Parties shall timely, diligently, and in good faith, attempt to resolve the matter expeditiously. In the event that the relevant concerns are not resolved within thirty (30) calendar days from the original written notification (or such other time period agreed to by the Parties), the dispute may then be resolved through litigation in a court of competent jurisdiction.

(d) Recordation of Agreement. This Agreement and any amendment or termination to it shall be recorded with the Spokane City Auditor.

(e) No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

(f) Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and shall constitute one and the same instrument.

(g) Non-Enforcement not Waiver. Failure by any one of the Parties to enforce this Agreement or any provision of it with regard to any provision contained herein shall not be construed as a waiver by that party of any right to do so. All remedies afforded in this Agreement or at law, except as provided herein to the contrary, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law.

(h) Authority. The undersigned covenant and represent that they are fully authorized to enter into and to execute this Agreement.

(i) Venue. This Agreement has and shall be construed as having been made and delivered in the state of Washington and the laws of the state of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane City, Washington.

(j) Relationship of Parties. It is understood and agreed by the parties hereto that the contractual relationship created between the parties hereunder is that Developer is an independent contractor and not an agent of City. Nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developer joint venturers or partners.

(k) Covenants Run With the Land. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law. Each covenant to do or refrain from doing some act on the Property hereunder, (a) is for the benefit of such properties and is a burden upon the Property, (b) runs with the Property, and (c) is binding upon each successive owner during its ownership of Property or any portion thereof, and each person having any interest therein derived in any manner through any owner of the property or any portion thereof, and shall benefit such party and the Property hereunder, and each other person succeeding to an interest in such Property.

(l) Nondiscrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the Development Agreement

administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

(m) Anti-Kickback. No officer or employee of the Parties, having the power or duty to perform an official act or action related to this agreement, shall have or acquire any interest in this agreement, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this agreement.

(n) Attorney Fees. In any action, except for mediation, brought under this Agreement, the prevailing party shall be entitled to recover in addition to any other amounts awarded, its reasonable attorney fees and costs of action as determined by a court with jurisdiction over the subject matter of the dispute.

(o) Forced Delay. Performance by either Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of terror, unforeseeable delays not caused by a party, general governmental restrictions, regulations, orders or priority, unusually severe weather, breach of this Agreement by the other Party, or acts or failures of a governmental authority to act after diligent best efforts to cause the governmental authority to act. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within fifteen (15) days of the commencement of the cause. In the event the time for performance of a Party's obligation is extended under this section, the Parties shall reasonably and in good faith cooperate to minimize the duration of the extension.

AGREED by the Parties to this Agreement on the dates indicated below:

CITY OF SPOKANE

Nadine Woodward, Mayor

ATTEST:

Terri Pfister, City Clerk

(S E A L)

Approved as to form:

Assistant City Attorney

Esmeralda Commerce Park, LLC

By: _____

Its: Managing Member

Date: _____

EXHIBIT A

The Property and Potential Project Site Plan

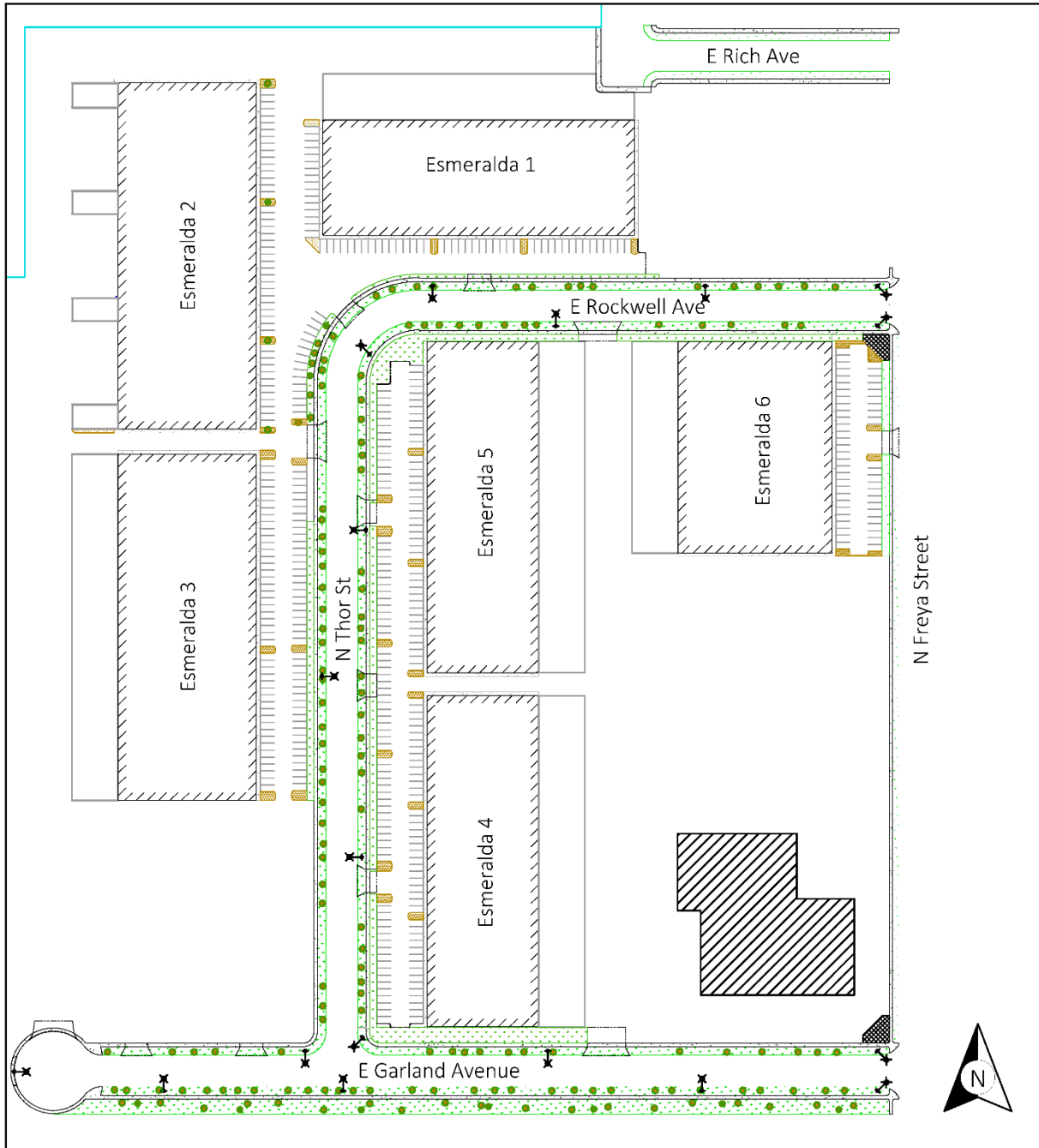


EXHIBIT B

Public Improvements – Map

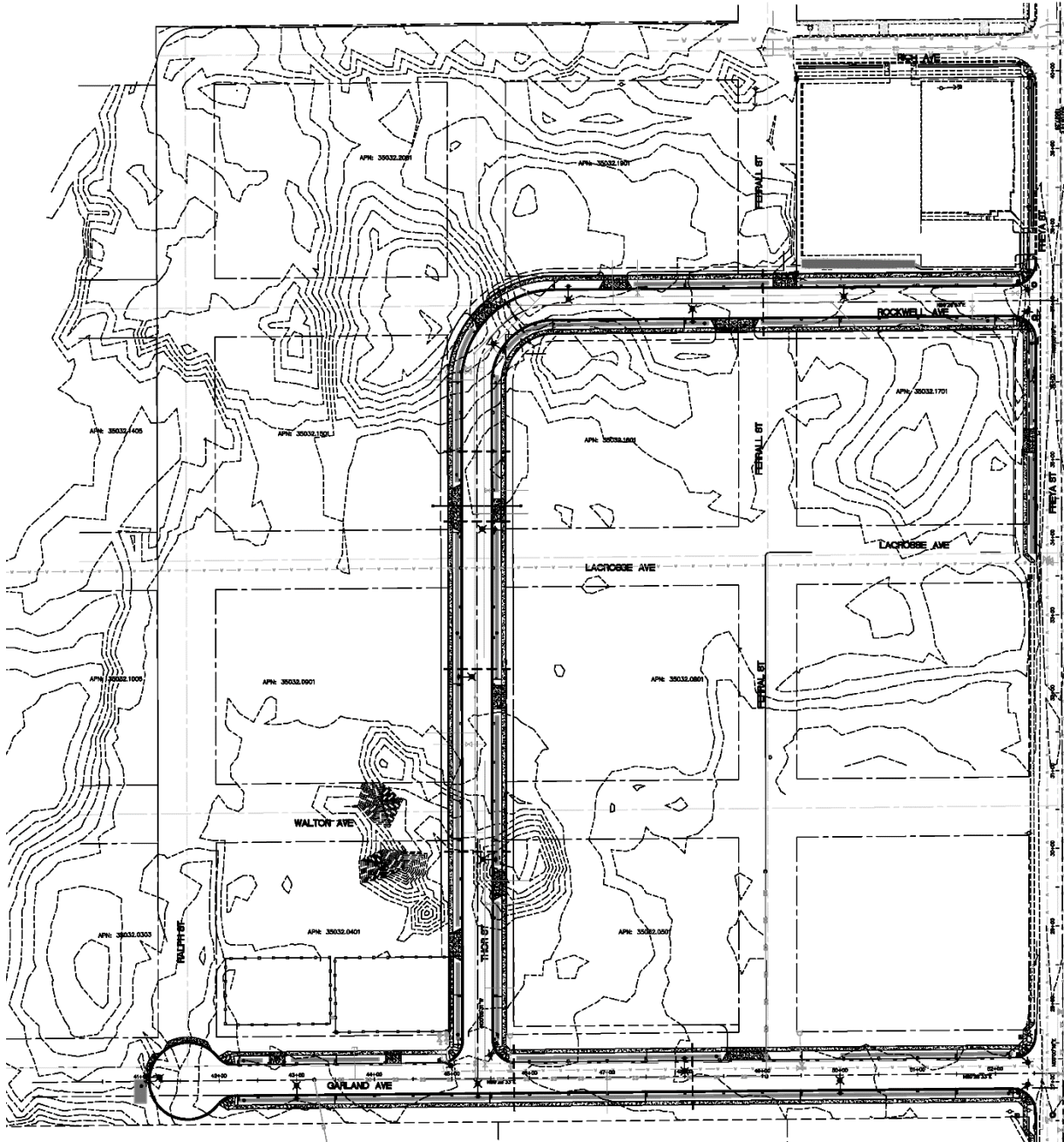


EXHIBIT B-1

Public Improvements – Plans & Specifications

Subject to Section V. (d) herein, the plans and specifications submitted to the City of Spokane on 12/20/2019 by Developer, for the construction of the public improvements generally depicted on Exhibit B, are incorporated herein by reference.

EXHIBIT C

PROCUREMENT PROCESS SUMMARY

1. Selection of Engineering Team.

(a) Developer shall obtain engineering services from persons and firms through a written request that describes the general scope and nature of the Public Improvement. The request shall seek Statement of Qualifications/Proposals ("**Proposals**") for the engineering services. The Developer shall evaluate the Proposals submitted by firms, conduct discussions with one or more firms regarding the required services, and select the most highly qualified firm.

(b) Developer shall retain the selected firm to prepare design documents for the Public Improvements.

2. Construction Services.

(a) The Developer shall interview general contractors with experience in constructing the Public Improvements. The Developer based upon the interview and other relevant considerations shall retain a general contractor to perform the requested work.

(b) Following completion of the design documents, the general contractor shall solicit bids from subcontractors to construct the Public Improvements. Subcontractors who submit the lowest responsible bids, based upon the reasonable discretion of the contractor, shall be selected for the work. The general contractor may self-perform work provided the general contractor provides the work at costs equal to or below amounts received from subcontractors.

3. Prevailing Wages and Retainage.

Prevailing wages shall be paid laborers and a 5% retainage shall be withheld from the NTE Amount according to state law.

Esmeralda Commerce Park

Projects of Citywide Significance

Staff Report and Recommendation

May 6, 2019



Staff

Teri Stripes
Planning Services
Economic Development Section

Applicant

Nick Czapla
nickczapla@LBStoneProperties.com
509.343.9003
Authorized Agent/COO
Esmeralda Commerce Park, LLC

Owner:
Esmeralda Commerce Park, LLC
PO Box 3949.
Spokane WA, 99220

Introduction

The City of Spokane's Projects of Citywide Significance program is designed to help incent and encourage significant private development projects that add lasting value to the City and achieve measurable positive impacts by bringing new livable wage jobs, generating tax revenue, and advancing the community's visions. The program was created by Spokane City Council, Resolution 2015-0101 and follows the Projects of Citywide Significance Incentive Policy administrative procedures contained within City of Spokane Administrative Policy and Procedure, Admin 0650-16-02.

Project Description

The Esmeralda Commerce Park (ECP) project is a proposed development project in southwestern portion of the YARD consisting of approximately seventeen blighted, vacant, Light Industrial zoned acres. The project is described in the application and related attachments as a modern industrial park, featuring 5-6 buildings, sidewalks, with landscaping featuring Ponderosa Pine and Douglass Fir, trees native to Spokane. ECP is planned to be phase over 5 years, this is a similar development pace as another of their properties, Playfair Business Park. The buildings, when completely built out, will include 470,000 sq ft of manufacturing businesses, employing nearly 1,000 people with living wage jobs in the key priority sectors of Technology, Manufacturing, and Aerospace. This first phase of development, will complete the core infrastructure needed for future phases as well as fully construct one building of 96,300 sq ft in year one and likely a second of equal size by the end of year two. This project implements the NEPDA's core mission of replacing blight with jobs on one of the identified catalytic development sites. ECP and has the NEPDA's full support and financial assistance in moving forward.

Location & Context

The Esmeralda Commerce Park (ECP) project will be developed on a 17 acre site located at the southwest corner of Freya Street and Rich Avenue at 4101 N Freya St. The 17 acre site contains multiple parcels. It is expected that the parcel boundaries will be reconfigured to accomplish the desired build out plan of 5 to 6 new buildings. The site immediately adjacent to the new US 395.

The project site and surrounding area are located in an area commonly referred to as the YARD. This target area includes heavy and light industrial properties as well as residential and mixed-use properties along Market Street. The YARD has an extensive Master Plan that focuses on the redevelopment and development of the industrial area to help implement the neighborhood's plan of the area returning to a strong industrial job generator.

The Esmeralda Commerce Park will increase public connectivity in the area. For instance, WSDOT has Garland Avenue targeted as a pedestrian corridor to connect Freya neighborhoods on the east side of the US 395, North Spokane Corridor to the retail areas on the west side along Market. Improvements made by ECP in the public right-of-way along Garland will support the planned walking and bike trails.

Other Incentive Awards or Programs Available to the Project

The Esmeralda Commerce Park Building, by virtue of its location in the YARD Spokane Target Investment Area is eligible for and could receive City incentives in addition to the Projects of Citywide Incentive. The following provides a summary of these incentives, which combined public investment could total up to **\$1,509,056** of additional benefit value. Where known, actual values are used. Otherwise staff has used the best available information to estimate the value of the incentives to the project.

The additional incentives may include:

- Funding allocated to the Northeast Public Development Authority (NEPDA) for infrastructure improvements in the YARD has been earmarked to assist the Esmeralda Commerce Park. The site has long been identified by the NEPDA as one of the YARD's catalytic development site. Esmeralda development aligns with all past planning efforts of the NEDPA for manufacturing job creation. As such the NEPDA has partnered with Esmeralda Commerce Park, LLC and authorized **\$1,250,000** towards the construction of a new public road that will service the interior of the commerce park.
- The General Facility Charge (GFC) Waivers - waives system development charges for new sewer and water connections – benefit value is dependent on size and number of new or upgraded connections. For ECP the value of the GFC waiver is estimated at **\$48,000** based upon the projected needs for 8" fire, 4" hydrant, 2" water, and 6" sewer infrastructure – the actual amount will be determined at the time of permitting for these facilities. This incentive is automatic and applied to the permit.
- The Urban Utility Installation Program - provides up to **\$10,000** for water, sewer, and/or fire line installation associated with development of vacant land.
- Esmeralda Commerce Park buildings and manufacturing firms are each eligible for a few State incentives as well and the applicants are working with Stan Key at GSI to solidify those applications for Community Empowerment Zone (CEZ) and others that apply to manufacturing.

Financial Partnership Portfolio Evaluation Matrix

Project Based Incremental Revenue

This category measures the project's contribution to City revenue and potential return on investment. To receive any points in this category, a project must generate a three-year total incremental revenue value of at least \$250,000. Projects with over \$1million in three-year incremental revenue receive 30 points. The three-year total incremental City revenue resulting from the project is estimated at **\$505,245**. Therefore, **20 points are awarded to the project in this category.**

Job Creation

The applicant has provided an estimate of the number of jobs by type and average salary for the completed project (see application). Overall, in years one and two, 193 (~ 8 managers, 16 sales, 62 production, 50 laborers, 54 clerks) jobs are expected with over 71% expected at an hourly rate above what the program defines as a livable hourly wage of \$17.50/hour. The rest are at approximately \$15/hour. Based on this, the job creation points (10 points for 192 new jobs for the first new building) are multiplied by 5 (the living wage job creation multiplier) resulting in a **category score of 50 points.**

Comp Plan, Design and the Environment

The project qualifies under the following criteria:

- | | |
|----------------------------------------------------|----------|
| • Brownfield Redevelopment | 5 points |
| • Innovative Site Design | 5 points |
| • Project Includes Sub-Area Plan Improvements | 5 points |
| • Design includes enhanced public amenities | 5 points |
| • Incorporation of Low Impact Development standard | 5 points |
| • Incorporation of adopted green building standard | 5 points |
| • Blight removal | 5 points |

Total Category Score:

35 points

Industry Cluster Advancement

The applicant identifies three priority industry cluster (Manufacturing, Aerospace, and Technology). **The resulting category score is the max at 10 points.**

Geographic Priority Areas

The project is located in the YARD Target Incentive Area. **The resulting category score is the max 10 points.**

Special Considerations Bonus

The Esmeralda Commerce Park will increase public connectivity in the area. For instance, WSDOT has Garland Avenue targeted as a pedestrian corridor to connect Freya neighborhoods on the east side of the US 395, North Spokane Corridor to the retail areas on the west side along Market. Improvements made by ECP in the public right-of-way along Garland will support the planned walking and bike trails.

The project is very eligible for Special Consideration Bonus points but staff notes that those points do not reflect a change in the amount of the recommended investment award, so none are applied.

Total Project Matrix Score: 64 points.**Incentive Value Calculations**

The project's total matrix score (125 points) and 3-year revenue return to the City (\$505,245) are used to calculate the incentive value for the project as shown in the Table I below. By scoring in the top category (85+ points) the project warrants a base incentive of **\$100,000** plus **20%** of the three-year revenue (\$101,049) for a total incentive value of **\$201,049**

Table I. Matrix Score

Values-Based Score	125			
Revenue (3-Year)	\$ 505,245			
Point Score:	Base Incentive	ROI Multiplier	ROI-Based Incentive	Total Incentive
85+	\$100,000	20%	\$101,049	\$201,049
70	\$80,000	15%	\$75,787	\$155,787
55	\$60,000	10%	\$50,525	\$110,525
40	\$40,000	5%	\$25,262	\$65,262
<40	\$0	0%	\$0	\$0

Recommendation

Staff finds that the project will provide significant community and public benefits as described in the application and supplemental materials and therefore as a project of Citywide Significance warrants the City's investment of **\$201,049** towards public improvements pursuant to the Projects of Citywide Significance Incentive Policy.

When considered with the other incentives or assistance, the project may have already received or could receive in the future including the NEPDA's infrastructure contribution, GFC waivers and the Urban Utility Installation program incentives which have been estimated to provide a benefit value of up to **\$1,509,056** the total incentive package for the project is estimated at **\$259,056**, which is equivalent to less than **1%** of the \$32 million project construction cost.

Next Steps

This recommendation will be forwarded to the Project Review Committee who will review the recommendation and make a final determination of project score and level of financial partnership eligibility. Based on that determination, staff will brief City Council at an Urban Experience committee meeting and prepare a development agreement setting forth the terms and conditions under which the financial incentive value will be applied to eligible public improvements costs related to the project.

The final development agreement will be forwarded to the Spokane City Council for approval by resolution and signature by the Mayor. The determination of financial incentive value and corresponding development agreement shall have no force or affect whatsoever unless and until the development agreement is approved by the Spokane City Council and signed by the Mayor.

Authority

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

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

Procedure

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

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

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

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

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

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

Esmeralda Commerce Park Building Project

PROJECT REVIEW COMMITTEE RECOMMENDATION

Evaluation Matrix Score: 125

Incentive Value: \$201,049


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

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

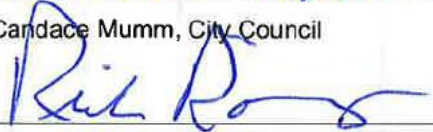
Project Review Committee Members:


Ben Stuckart, City Council President

7/15/19
Date:


Candace Mumm, City Council

7/15/19
Date:


Rick Romero, Office of the Mayor

7/15/19
Date:


Gavin Cooley, Chief Financial Officer

7/15/19
Date:

cc: Heather Trautman, Director, Planning
Applicant

<div><div>\$</div><div>Financial Incentive Plan</div></div>	Projects of Citywide Significance		
	Financial Partnership Portfolio Evaluation	Points Possible	Score
Project Based Incremental Revenue			Score
City Property Tax, Sales Tax (Retail and Construction), Utility Taxes, Utility Revenues			
Incremental Revenue:			
3 year total incremental revenue:			
Exceeds \$1 million - 30 points			
Between \$750,000 and \$999,999 - 25 points			
Between \$500,000 and \$749,999 - 20 points (Esmerelda 3 yr ROI estimate \$505,245)		20	
Between \$250,000 and \$499,999 - 15 points			
Max group score possible		30	20
Job Creation			
Number of new jobs			
Greater than 100 - 10 points (yrs 1-2 = 192 employees, yrs 2-3 = 385 employees)			
75 to 99 - 8 points			
50 to 74 - 6 points			
25. to 49 - 4 points			
1 to 24- 2 points			
Living Wage Job creation Multiplier (>130%Median Per Capita Income)			
80% to 100% of new jobs - 6X			
60% to 79% of new jobs - 5X (71-72% of the total jobs will are esitimated at/or above the \$17.50/hr)		50	
40% to 59% of new jobs - 4X			
20% to 39% of new jobs - 3X			
10% to 19% of new jobs - 2X			
Less than 10% of new jobs - 1X			
Max group score possible		60	50
Comp Plan, Design and the Environment			
Brownfield redevelopment - 5 points		5	
Innovative or exemplary site design - 5 points		5	
Design includes enhanced public amenities - 5 points		5	
Project Includes Neighborhood or Sub-Area improvements - 5 points		5	
Incorporation of Low Impact Development standards - 5 points		5	
Incorporation of adopted green building standards -5 points		5	
Transit Oriented Development - 5 points			
Mixed Use Development - 5 - Points			
Mixed Income Development - 5 points			
Historic Preservation - 5 points			
Adaptive reuse - 5 points			
Blight removal - 5 points		5	
Housing - 5 points			
Max group score possible		65	35
Industry Cluster Advancement			
Manufacturing - 10 points		10	
Aerospace/Aviation - 10 points		*	
Technology (Biotech, medical, IT, etc) - 10 points		*	
Tourism - 10 points			
Max group score possible		10	10
Geographic Priority Areas			
Located in a C&C or Downtown - 10 points			
Located in a target investment area - 10 points		10	
Infill location with existing infrastructure capacity - 10 points		*	
Max group score possible		10	10
TOTAL SCORE POSSIBLE		175	125
"Special Considerations" Bonus - 10 points			
(Can be added to total score when warranted in consideration of special public benefit factors not addressed above.)			
Per capita income \$27,682 est. \$13/hr. (ACS 2017)			
130% of per capita income is \$35,987 annually and approximately \$17.5/hour			

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

12/16/2019

Date Rec'd

12/2/2019

Clerk's File #

ORD C35870

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

KATE BURKE 625-6275

Project #**Contact E-Mail**

KATEBURKE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Final Reading Ordinance

Requisition #**Agenda Item Name**

0320 - PROHIBITING HIGH-FREQUENCY EMITTING DEVICES KNOWN AS "MOSQUITOS"

Agenda Wording

An ordinance prohibiting the use of devices which emit high-frequency sound designed to be audible only to children and young adults, often called "mosquitos"; amending sections 10.08D.030, 10.08D.050, and 10.08D.140 of the Spokane Municipal Code.

Summary (Background)

Devices often called "mosquitos" emit painful high-frequency sound which, by design, is intended to be audible to children and young adults. "Mosquitos" are intended to create such painful or annoying sound within a public area that people will be compelled to leave the area. The use of these "mosquito" devices in public spaces is a disproportionate, unproven and likely counter-productive method which contradicts our goal to create a vibrant and welcoming city.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MCCLATCHEY, BRIAN

Study Session**Division Director****Other**PSCH Committee,
12/2/2019**Finance**

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

ORDINANCE NO. C-35870

An ordinance prohibiting the use of so-called “mosquito” devices; amending sections 10.08D.030, 10.08D.050, and 10.08D.140; and enacting a new section 10.08D.145 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 10.08D.030 of the Spokane Municipal Code is amended to read as follows:

Section 10.08D.030 Definitions

All terminology used in this chapter which is not defined below shall be interpreted in conformance with the most recent definitions used by the American National Standards Institute (ANSI) or its successor body.

- A. “A-weighted sound level” means the sound pressure level in decibels measured using the A-weighted network on a sound level meter as specified by the American National Standards Institute specification for sound level meters as now existing or as hereafter amended or modified. The level so read is designated dBA.
- B. “Ambient sound” means the sound level at a given location that exists as a result of the combined contribution in that location of all sound sources, excluding the contribution of a source or sources under investigation for violation of this chapter and excluding the contribution of extraneous sound sources.
- C. “Amplified” means to increase a sound level by electronic, mechanical or other means.
- D. “Amplification equipment” means any device, whether mechanical, electrical, or other, used to increase the loudness or volume and intensity of sound.
- E. “Background sound level” means the level of all sounds in a given environment, independent of the specific source being measured.
- F. “Commercial noise” means noise emitted from commercial activities including those noises generated by a combination of equipment, facilities, operations, or activities employed in the production, storage, handling, sale, purchase, exchange, or maintenance of a product, commodity, or service and those noise levels generated in the storage or disposal of waste products.
- G. “dBA” means the sound level as measured with a sound level meter using the A-weighted network. This frequency weighting network for the measurement of sound levels shall comply with standards established by the American National

Standards Institute specifications for sound level meters S1.4-1983 (R2006) / S.14A-1985 (R2006), or as amended.

- H. “Decibel” (dB) means the practical unit of measurement for sound pressure level; the number of decibels of a measured sound is equal to twenty times the logarithm to the base ten of the ratio of the sound pressure to the pressure of a reference sound (twenty micropascals); abbreviated “dB.”
- I. “EDNA” means environmental designation for noise abatement, which is an area within which maximum permissible noise levels are established by the Washington State department of ecology and this chapter.
- J. “Exterior electrical equipment noise” means noise emitted from electrical equipment located on the exterior of structures in all land use zones including, but not limited to, noise emitted from equipment used for heating and cooling of buildings.
- K. “Law enforcement officer” means a police officer or other officials who have a limited police commission.
- L. “Lmax” means the maximum recorded root mean square (rms) A-weighted sound level for a given time interval or event. Lmax “fast” is defined as a 125-millisecond time-weighted maximum.
- M. “L(n)” means sound level that is exceeded “n” percent of the time. For example a sound that exceeded a certain level eight percent of the time would be designated L08. A level exceeded ninety percent of the time would be designated as L90. The L90 descriptor is used to characterize the ambient condition in environments with extraneous sounds.
- N. “Mosquito device” means an electronic device which emits sound at a frequency of 17 kHz or above.
- ~~((“Plainly audible” means any sound for which any of the content of that sound, such as, but not limited to, comprehensible musical rhythms, is communicated to a person using his or her unaided hearing faculties. For the purposes of the enforcement of this chapter, the detection of any component of sound, including, but not limited to, the rhythmic bass by a person using his unaided hearing faculties is sufficient to verify plainly audible sound. It is not necessary for the person to determine the title, specific words or artist of music, or the content of any speech.))~~
- O. “Performer” means an artist who engages in any constitutionally-protected expressive activities on a public right-of-way, including but not limited to the following: acting, singing, playing musical instruments, pantomime, juggling, magic, dancing, reading, puppetry, sidewalk art, and reciting.

- P. “Plainly audible” means any sound for which any of the content of that sound, such as, but not limited to, comprehensible musical rhythms, is communicated to a person using his or her unaided hearing faculties. For the purposes of the enforcement of this chapter, the detection of any component of sound, including, but not limited to, the rhythmic bass by a person using his unaided hearing faculties is sufficient to verify plainly audible sound. It is not necessary for the person to determine the title, specific words or artist of music, or the content of any speech.
- Q. “Public disturbance noise” means unreasonable sound a person causes or permits to be caused, either originating from the real or personal property the person possesses or controls, or from the person or his personal property while on public property or the public right-of-way. “Unreasonable sound” is defined in this chapter.
- R. “Public right-of-way” means a public highway, road, street, avenue, alley, driveway, path, sidewalk, roadway, or any other public place or public way.
- S. “Receiving property” means real property, including, but not limited to, buildings, grounds, offices and dwelling units from which sound levels from sound sources outside the property may be measured. Individual offices or dwelling units within a building may constitute a receiving property.
- T. “Sound amplification equipment” means any machine or device for the amplification of the human voice, music or any other noise or sound.
- U. “Sound level” means a weighted sound pressure level measured by the use of a sound level meter using an A-weighted network and reported as decibels, dBA.
- V. “Sound level meter” means any instrument including a microphone, an amplifier, an output meter, and frequency weighting networks for the measurement of noise and sound levels in a specified manner and that complies with standards established by the American National Standards Institute specifications for sound level meters S1.4-1983 (R2006) / S1.4A-1985 (R2006), or as amended.
- W. “Unreasonable sound” means any excessive or unusually loud sound that unreasonably annoys, disturbs, interferes with, injures or endangers the peace, comfort, health, repose or safety of a reasonable person of normal sensitivities, or that causes injury or damage to property or business.

Section 2. That section 10.08D.050 of the Spokane Municipal Code is amended to read as follows:

Section 10.08D.050 Unlawful Sounds – Maximum Permissible Environmental Sound Levels and Prohibited Frequencies

A. It is unlawful for any person to cause or permit sound, or for any person in possession or control of real or personal property to permit sound to intrude into the real property of another person whenever the sound exceeds the maximum permissible sound levels set forth in this chapter. Noise violations not otherwise identified in this chapter shall be subject to the sound limitations identified in SMC 10.08D.050 through SMC 10.08D.080.

B. It is unlawful for any person to use, deploy, or activate a mosquito device as defined in this chapter which is audible in any public space or right of way in Spokane, or to use, deploy, or activate any device which generates sound at a frequency of 8 kHz to 17 kHz and which is audible in any public space or right of way in Spokane for longer than five (5) minutes in any one-hour period.

Section 3. That section 10.08D.140 of the Spokane Municipal Code is amended to read as follows:

Section 10.08D.140 Violation – Penalty

~~A. A first violation of this chapter((, except as noted in subsection (B), shall be a misdemeanor, the maximum penalty for which shall be ninety days in jail or a fine of one thousand dollars, or both such fine and imprisonment.~~

~~1. Upon the first criminal conviction, the court shall impose a minimum mandatory fine of five hundred dollars, of which two hundred fifty dollars shall not be suspended or deferred.~~

~~2. Upon a subsequent conviction, the court shall impose a minimum mandatory fine of seven hundred dollars, of which four hundred dollars shall not be suspended or deferred.~~

~~3. Mandated minimums shall include statutory costs and assessments.~~

-

~~B. The first violation of SMC 10.08D.080, SMC 10.08D.090(C) and SMC 10.08D.120 caused by sounds)) shall constitute a class 2 civil infraction. A second violation within a one year period shall be a ((misdemeanor pursuant to SMC 10.08D.140(A)))class 1 civil infraction. A third violation within a one-year period shall be a misdemeanor.~~

~~((C-))~~B. No person shall be cited under this chapter unless the person engaged in the prohibited conduct has been notified by a law or code enforcement officer that the conduct violates this chapter, ((and)) has been given an opportunity to comply, and has refused to comply. If the individual fails to comply, a law or code enforcement officer may ((than))then ((issue a citation))take enforcement action under this section.

Section 4. That there is enacted a new section 10.08D.145 of the Spokane Municipal Code to read as follows:

Section 10.08D.145 Violation deemed a nuisance.

Violation of SMC 10.08D.050, 10.08D.070 or 10.08D.090 is a nuisance. Any individual who is harmed by the nuisance may file a civil action for abatement pursuant to chapter 7.48, RCW.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

03/23/2020

Date Rec'd

3/10/2020

Clerk's File #

ORD C35899

Renews #**Submitting Dept**

DEVELOPER SERVICES CENTER

Contact Name/Phone

DERMOTT X6142

Contact E-Mail

DGMURPHY@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

4700 - BUILDING CODE AMENDMENTS (MULTIPLE CLEAN-UP ITEMS)

Agenda Wording

An ordinance relating to Permit Fees, Heating Mechanics Licenses, Building Official Review of Proposed Amendments to 17F, Fences, Adoption of Current State Building Codes, Elevators and Dangerous Conveyances, and Application for Worker's Licenses.

Summary (Background)

City of Spokane Development Services Center is the lead on proposed amendments to remove references to outdated construction standards, administration, processes, licenses, and fees. Amendments ensure that new editions of construction-related standards adopted at the state level are appropriately referenced in the SMC among other code clean-up items. Amendments also provided that the City's Building Official review all proposed amendments to 17F - Construction Standards - prior to review and/or

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Dept Head**

BECKER, KRIS

Division Director

CORTRIGHT, CARLY

Finance

ORLOB, KIMBERLY

Legal

DALTON, PAT

For the Mayor

ORMSBY, MICHAEL

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

2/3/2020 Public Safety

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Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

(Council Sponsor: CM Kinnear) ORD C35899

Summary (Background)

approval by other recommending or decision making bodies within the City of Spokane.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper (Public Safety & Community Health)

Division & Department:	Development Services Center
Subject:	Building Code Amendments (multiple clean-up items)
Date:	February 3, 2020
Contact (email & phone):	Dermott Murphy, dgmurphy@spokanecity.org, ext. 6142
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	N/A
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	N/A
Deadline:	Council Action anticipated in winter 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Amendments are intended to remove references to outdated construction standards, administration, processes, licenses, and fees and to ensure that as new editions of construction-related standards adopted at the state level appropriately referenced in the City's municipal code among other code clean-up items. Amendments also provided that the City's Building Official review all proposed amendments to 17F – Construction Standards – prior to review and/or approval by other recommending or decision making bodies within the City of Spokane.

Background/History:

City of Spokane Development Services Center is the lead on proposed amendments to the SMC. The Proposal specifically amends Spokane Municipal Code (SMC): Chapter 08.02 Fees and Charges, Article III. Building and Construction Permits, Section 08.02.031(B) Building Code Fees and Charges – Valuation; Section 10.29.030 Heating Mechanics – License; Chapter 11.19 Zoning Code, Article VII. Administration and Procedure, Sections 11.19.720 Building Official; Section 17C.110.230 Fences related to enclosures for pools and hot tubs; 17F including: the National Board Inspector Code (pressure vessel code – 17F.030.010), Building (IBC, IRC, international Energy Conservation Code – 17F.040.010), Electrical (17F.050.010), Mechanical (17F.090.010), and Plumbing codes (17F.100.010); Section 17F.040.010 to include specific adoption of Appendix Q: Dwelling Unit Fire Sprinkler Systems, WAC 51-51-60105; 17F.060.040 Elevator Code – Requirements; 17F.060.060 Elevator Code – Dangerous Conveyances; and, 17G.010.200 Application for Worker's License.

Executive Summary:

The proposed text amendment includes the following:

- Updates Section 08.02.031(B)(1) Building Code, Building Permit Valuation to reflect the current building valuation schedule and frequency of valuation schedule updates (twice annually) published by the International Code Council (ICC).
- Removal of language from Section 10.29.030 (Heating Mechanics –License) related to work that may be conducted by a holder of an apprentice heating mechanic license and oil burner installer's license.
- Add language to 11.19.720, Building Official, requiring review and approval of all proposed amendments to Title 17F – Construction Standards – by the Building Official prior to review by other recommending or decision making bodies within the City of Spokane.

- Amending Section 17C.110.230, Fences – Enclosures for Pools and Hot Tubs, to include options for pool and spa barriers found in the International Swimming Pool and Spa Code.
- Code clean-up of 17F to reference “current adopted Editions” of construction codes instead of adopted codes of a specified year including the National Board Inspector Code (pressure vessel code – 17F.030.010), Building (IBC, IRC, international Energy Conservation Code – 17F.040.010), Electrical (17F.050.010), Mechanical (17F.090.010), and Plumbing codes (17F.100.010).
- Amend Section 17F.040.010 Adoption of Building Codes and Related Washington State Codes to include specific adoption of Appendix Q: Dwelling Unit Fire Sprinkler Systems, WAC 51-51-60105
- Amending 17F.060.040, Elevator Code to require use of fire rated belts tested to UL 62, UL 1581 FT-1 fire rating or equivalent only, when elevators incorporating noncircular elastomeric coated steel suspension members (belt suspension).
- Adding language to 17F.060.060 – Dangerous Conveyances – making removal of lock-out devices installed due to unsafe elevator operating conditions a Class I civil infraction with a current fee of \$536.00 per day of said infraction.
- Amend Section 17G.010.200 Application of Workers’ License to include:
 - Language encompassing the certification of electrical apprentices by the Department of Labor and Industries pursuant to chapter 19.28 RCW.
 - Striking experience qualifications for gas heating mechanic I/II and gas inspector I/II license eligibility from the City’s ordinance – the board of gas heating mechanic examiners will continue to determine the qualification and fitness of applicants for the purpose of obtaining a license and for license renewal.
 - Requirements for a new application and exam for all mechanical license holders for licenses expired more than 90 days.

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

Attachments/Links:

- Existing Codes
 - [08.02.031](#) Building and Construction Permits, building Code, Building Permit Fees & Charges
 - [10.29.030](#) Contractors and Workers, Heating Mechanics License
 - [11.19.720](#) Administration and Procedure, Building Official
 - [17C.110.230](#) Fences, Enclosures for Pools, Hot Tubs, or Ponds
 - [17F.030.010](#) Boiler & Pressure Vessels, Adoption of Standard Codes
 - [17F.040.010](#) Adoption of Building Codes and Related WA State Codes
 - [17F.050.010](#) Adoption of National Electrical Code
 - [17F.060.040](#) Elevator Code, Requirements
 - [17F.060.060](#) Elevator Code, Dangerous Conveyances
 - [17F.090.010](#) Adoption of the International Mechanical Code
 - [17F.100.010](#) Adoption of Uniform Plumbing Code

ORDINANCE C35899

An ordinance relating to Permit Fees, Heating Mechanics Licenses, Building Official Review of Proposed Amendments to 17F, Fences, Adoption of Current State Building Codes, Elevators and Dangerous Conveyances, and Application for Worker's Licenses amending SMC 08.02.031, 10.29.030, 11.19.720, 17C.110.230, 17F.030.010, 17F.040.010, 17F.050.010, 17F.060.040, 17F.060.060, 17F.080.010; 17F.090.010, 17F.100.010, and 17G.010.200.

The City of Spokane does ordain:

Section 1. That SMC 08.02.031 is amended to read as follows:

Section 08.02.031 Building Code

A. Building Permit.

Building permit fees are based on the value of the work to be done as follows:

VALUE OF WORK **(in dollars)**

FEE **(in dollars)**

1 - 500

28.00

501 - 2,000

28.00 plus 3.00 for each 100 over 500

2,001 - 25,000

73.00 plus 13.00 for each 1,000 over 2,000

25,001 - 50,000

372.00 plus 10.00 for each 1,000 over 25,000

50,001 - 100,000

622.00 plus 7.00 for each 1,000 over 50,000

100,001 - 500,000

972.00 plus 5.00 for each 1,000 over 100,000

500,001 - 1,000,000

2,972.00 plus 4.00 for each 1,000 over 500,000

1,000,001 - 99,999,999

4,972.00 plus 3.00 for each 1,000 over 1,000,000

B. Valuation.

1. The value of construction for purposes of calculating the amount of the fee is determined by using the:
 - a. most current building valuation data from the International Code ~~((Conference))~~Council (ICC) as published ~~((in the "Building Safety Journal"))~~ and updated by the ICC twice annually; or
 - b. contract valuation, whichever is greater.
2. "Gross area" when used in conjunction with the ICC building valuation data to determine valuation of a project is the total area of all floors, measured from the exterior face, outside dimension, or exterior column line of a building, including basements and balconies but excluding unexcavated areas.
3. The fee is based on the highest type of construction to which a proposed structure most nearly conforms, as determined by the building official.
4. For roofing permits, the value is determined to be:
 - a. one hundred fifty dollars per square for recovering roofs;
 - b. two hundred dollars per square for roofing projects when existing layers of roofing are torn off and a new layer is installed;
 - c. two hundred fifteen dollars per square for roofing projects when existing layers of roofing are torn off, new sheeting is installed, and a new layer of roof is installed;
 - d. or the contract valuation if it is greater.

C. Building Plan Review.

1. Plan review fees are sixty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for:
 - a. all commercial building permits;
 - b. all industrial building permits;

- c. all mixed use building permits; and
 - d. new multi-family residences with three or more units.
 - 2. Plan review fees are one hundred percent of the building permit fee as calculated from the table for fast-track projects.
 - 3. Plan review fees are twenty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for new:
 - a. single-family residences; and
 - b. duplexes.
 - 4. Plan review fees are twenty-five dollars for:
 - a. new buildings that are accessory structures for single-family residences and duplexes to include garages, pole buildings, greenhouses, sheds that require a permit, etc.; and
 - b. additions to existing single family residences and duplexes to include living space, garages, sunrooms, decks, etc.
 - 5. Plan review fees for additional review required by changes, additions, or revisions to plans are seventy-five dollars per hour or fraction thereof.
 - 6. The building official may elect to assess plan review for remodeling single family residences and duplexes when required. This amount will be not be higher than the twenty-five percent of the building fee as calculated in the table rounded to the nearest whole dollar charged on a new single-family residence or duplex.
- D. Demolition.
- Demolition permit fees are:
- 1. Single-family residence, duplex and accessory structures: Thirty-five dollars each.
 - 2. Other structures: Thirty-five dollars for every thousand square feet, to a maximum fee of three hundred fifty dollars.
 - 3. The processing fee is twenty-five dollars.
 - 4. For historic landmarks and contributing buildings within an historic district or located within the Downtown Boundary Area: five hundred dollars.
 - 5. All demolition permit fees received by the city are to be deposited in the historic preservation incentives fund established by [SMC 07.08.152](#).

E. Fencing.

1. The permit fee is twenty dollars per one hundred linear feet, or fraction thereof.
2. The processing fee and review fee is twenty-five dollars.

F. Grading.

1. Grading permit fees are as follow:

VOLUME
(in cubic yards)

FEE
(in dollars)

100 or less

28.00

101 - 1,000

28.00 plus 12.00 for each 100 over 100

1,001 - 10,000

136.00 plus 10.00 for each 1,000 over 1,000

10,001 - 100,000

226.00 plus 45.00 for each 10,000 over 10,000

100,001 and more

631.00 plus 25.00 for each 10,000 over 100,000

2. Grading plan review fees are as follow:

VOLUME
(in cubic yards)

FEE
(in dollars)

50 or less

None

51 - 100

20.00

101 - 1,000

25.00

1,001 - 10,000

35.00

10,001 - 100,000

35.00 plus 17.00 for each 10,000 over 10,000

100,001 - 200,000

188.00 plus 10.00 for each 10,000 over 100,000

200,001 and more

288.00 plus 5.00 for each 10,000 over 200,000

G.

3. Failure to obtain a grading permit is a class one infraction under [SMC 1.05.150](#).

4. The processing fee is twenty-five dollars.

H. Sign Permits.

1. Sign permit fees are:

- a. thirty dollars for each wall sign, projecting sign and incidental sign;
or
- b. seventy-five dollars for each pole sign, including billboards and off-premises signs.

2. The building services plan review fee is fifty dollars and is in addition to the sign permit fee for pole signs in excess of one hundred square feet or more than thirty feet high.

3. The planning services review fee is fifty dollars for all signs.

4. The processing fee is twenty-five dollars.

I. Factory-built Housing.

- 1. The installation fee for factory-built housing is fifty dollars per section.
- 2. A foundation or basement requires a separate building permit.
- 3. Decks, carports and garages require a separate building permit.

4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

J. Manufactured (Mobile) Home.

1. The installation fee for a manufactured (mobile) home is fifty dollars per section.
2. A basement requires a separate building permit.
3. Decks, carports and garages require a separate building permit.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

K. Temporary Structures.

Permit fees for temporary structures are:

1. One hundred dollars for the first one hundred eighty days; and
2. Five hundred dollars for the second one hundred eighty days.
3. No third session will be allowed.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

L. Relocation.

1. The fee for a building relocation inspection for bond determination is seventy-five dollars.
2. The development services review fee is fifty dollars.
3. The processing fee is twenty-five dollars.
4. Any repairs or alterations required for relocation are handled by various building permits and the fees for such building permits are in addition to the relocation permit fee.

M. Early Start and Fast Track Approval.

The fee for an early start or fast track building permit approval is twenty-five percent of the building permit fee rounded to the next whole dollar amount and is in addition to any other required fees.

N. Certificate of Occupancy.

1. There is no separate fee for the issuance of a certificate of occupancy following final inspection under a permit so long as the fee for the permit is at least fifty dollars; otherwise, the minimum fee for a building permit and certificate of occupancy is fifty dollars plus a twenty-five dollar processing fee.

2. The fees for the issuance of a certificate of occupancy not resulting from work done under permit are as provided in [SMC 8.02.060](#).

3. The building official will assess a fee not to exceed one hundred percent of the building permit fee for the issuance or extension of any temporary certificate of occupancy. The minimum fee will be:

- a. two hundred twenty-five dollars plus a twenty-five dollar processing fee when the building permit fee exceeds this amount;
- b. equal to the amount of the building permit fee when the building permit fee is less than two hundred fifty dollars.

O. Swimming Pools.

1. The building and plumbing permit fee for a swimming pool is:

- a. seventy-five dollars for those accessory to a single-family residence; and
- b. one hundred dollars for all others.

2. The planning services review fee is twenty-five dollars.

3. The processing fee is twenty-five dollars.

4. Mechanical, electrical and fence permits are additional.

P. Parking Lot and Site Work Permits.

The fee for a site work permit is charged in accordance with the fee table in subsection (A) of this section.

Q. Reinspections.

The fee for reinspections for work that was not ready, or corrections previously identified but remain uncorrected, or site not accessible is seventy-five dollars per incident.

R. Inspections Outside Normal Inspector Working Hours.

The fee for inspections outside normal inspector working hours is seventy-five dollars per hour or fraction of an hour. A minimum of two hours is payable at the time the request is made and before an inspection can be scheduled.

S. Work Done Without a Permit/Investigation Fees.

Where work has commenced without first obtaining the required permit(s), a work without permit fee equivalent to the greater of:

1. twice the inspection fee, or
 2. the permit fee plus one hundred fifty dollars,
- must be paid prior to the issuance of the permit(s).

T. Safety Inspections.

The fees for safety inspections are:

1. Commercial Buildings: Seventy-five dollars per hour or fraction of an hour with a prepaid minimum of one hundred fifty dollars.
2. Single-family Residence – Electrical only: Seventy-five dollars.
3. Single-family Residence – Two or more trade categories: One hundred fifty dollars.
4. Two-family Residence: One hundred seventy-five dollars.
5. Multifamily – Three to six units: Two hundred fifty dollars.
6. Multifamily – Seven to fifty units: Two hundred fifty dollars plus twenty-five dollars for each unit over six.
7. Multifamily – Over fifty units: One thousand three hundred fifty dollars plus ten dollars for every unit over fifty.
8. Electrical Service Reconnect - Residence - Twenty-five dollars
9. Electrical Service Reconnect - Commercial - Fifty dollars
10. Processing fee: Twenty-five dollars.

U. Recording Fee Use of Public Right-of-way and Large Accessory Building Agreement.

The property owner shall be charged a pass-through fee equal to the amount assessed by Spokane County when erecting a fence, retaining wall or other structure in a public right-of-way. This is a recording fee for the acknowledged agreement whereby the property owner covenants to remove the encroachment upon notice by the City. An additional twenty-five dollar processing fee is required when a permit is not issued in conjunction with the recording.

V. Expired Permits Over Six Months.

1. Building Permits.

- a. No inspections have been made: Permits require full resubmittal, and if a commercial project, plan review. Original valuation shall be contained in description of new permit.
- b. Footings and foundations only have been inspected and approved: Minimum of seventy-five percent of the original assessed permit fee plus new processing fees. Original valuation shall be contained in description of new permit.

- c. All rough-in inspections approved: Minimum of twenty-five percent of original permit fee plus new processing fees. Original valuation shall be contained in description of new permit.
- d. Additional work done not on original permit: New valuation shall be calculated based upon either square footage if new construction, or valuation if remodel.

2. Plumbing Permits.

- a. No inspections: A full new permit for all fixtures is required.
- b. Partial inspections approved: If water tests, top outs and ground plumbing have been approved, then twenty-five percent of the original itemized permit fees plus new processing fee.

3. Mechanical Permits.

- a. No inspections: A full new permit is required.
- b. Partial inspections: If all rough-in inspections and air tests have been approved, then twenty-five percent of the original permit fee plus new processing fee.

4. Electrical Permit.

- a. No inspections: A full new permit is required.
- b. Partial inspections: If all rough-in inspections and service inspections have been approved, then twenty-five percent of the original fees plus new processing fee.

W. Processing Fee.

In addition to all of the fees identified in [SMC 8.02.031](#), the processing fee for each permit is twenty-five dollars, unless specifically stated otherwise.

Section 2. That SMC 10.29.030 is amended to read as follows:

Section 10.29.030 Heating Mechanics – License

No person may perform work requiring a mechanical permit without a license issued by the building services department of the appropriate type as follows:

~~((A.))((An apprentice heating mechanic license authorizes the holder to do gas fitting and oil burner work in the presence and under the supervision of a licensed heating mechanic or oil burner installer.))~~

~~((B))~~A. A gas heating mechanic I license authorizes the holder to do gas fitting work on a gas:

1. system or gas appliance utilizing up to four hundred thousand BTU input per hour, or
2. appliance in excess of four hundred thousand BTU input per hour under the direct supervision and in the presence of a gas heating mechanic II.

~~((C))~~B. A gas heating mechanic II license authorizes the holder to do industrial gas fitting work (exceeding four hundred thousand BTU) on any permit a mechanical contractor can take out.

~~((D-))~~~~((An oil burner installer's license authorizes the holder to do any installation or service work respecting oil burners and oil burning equipment.))~~

~~((E))~~C. Contractors who obtain permits requiring a heating mechanics license and the installer who performs the installation shall both be liable for the civil infraction set forth in [SMC 1.05.170](#).

Section 3. That SMC 11.19.720 is amended to reach as follows:

Section 11.19.720 Building Official

- A. The director of building services, who has jurisdiction over the construction, alteration, repair and occupancy of buildings under the various building and construction codes in this title, has responsibility to enforce the zoning code, through the permit and certificate processes and through the initiation of legal or administrative proceedings.
- B. The building official administers the more technical construction aspects of the zoning code, such as:
 1. the material and method of installation of manufactured home skirting;
 2. the installation and anchorage of manufactured homes;
 3. waiver of the minimum height of a loading space; and
 4. determination of the costs of restoration of a damaged nonconforming building.

- C. The building official issues certificates of occupancy evidencing the determination that the building and use either comply with zoning code or are nonconforming.
- D. The building official determines whether and when nonconforming rights have been abandoned and requires the discontinuance or removal of unpermitted uses.
- E. The building official is responsible for various interpretations, including:
 - 1. which is the front property line;
 - 2. the permissible height of structures in the airport hazard area;
 - 3. the number of off-street parking spaces when not specifically provided for; and
 - 4. the propriety of accessory buildings on a side property line.
- F. The building official makes recommendations to the director of planning services concerning the compliance of a proposal with the goals and policies of an interim development control area.
- G. In issuing building permits for construction within planned unit developments, the building official may permit minor adjustments of the location or dimensions of buildings, so long as such adjustments do not:
 - 1. exceed the permitted density or the total number of dwelling units authorized in the PUD, or
 - 2. decrease the amount of parking facilities, or
 - 3. permit buildings to be located closer to the site boundary line, or
 - 4. change any points of ingress or egress to the site.Questions as to whether the adjustment is minor in nature may be referred to the director of planning services for a decision.
- H. The building official shall review and approve all proposed amendments to Title 17F Construction Standards prior to review by other recommending or decision making bodies within the City of Spokane.

Section 4. That SMC 17C.110.230 is amended to read as follows:

Section 17C.110.230 Fences

A. Purpose.

The fence standards promote the positive benefits of fences without negatively affecting the community or endangering public or vehicle safety. Fences can create a sense of privacy, protect children and pets, provide separation from busy streets,

and enhance the appearance of property by providing attractive landscape materials. The negative effects of fences can include the creation of street walls that inhibit police and community surveillance, decrease the sense of community, hinder emergency access and the safe movement of pedestrians and vehicles, and create an unattractive appearance.

B. Types of Fences.

The standards apply to walls, fences, trellises, arbors, and screens of all types whether open, solid, wood, metal, wire, masonry, or other material.

C. Location.

1. Front Lot Line.

Fences up to forty-two inches high are allowed in required front lot line setbacks.

2. Sides and Rear Lot Line.

Fences up to six feet high are allowed in required sides or rear lot line setbacks. Except in an instance where a rear lot line joins the front lot line of another lot, the fence must be either:

- a. forty-two inches high or less, or
- b. right isosceles triangle having sides of seven feet measured along the right-of-way line of a side yard and the front property line.

3. Other.

The height for fences that are not in required building setbacks is the same as the height limits of the zone for detached accessory structures in Table 17C.110-3.

4. Alleys.

Fences shall not obstruct the clear width required in SMC 17H.010.130(G).

D. Reference to Other Standards.

Building permits are required by the building services department for all fences including the replacement of existing fences. A permit is not required to repair an existing fence.

E. Prohibited Fences.

1. No person may erect or maintain a fence or barrier consisting of or containing barbed, Constantine, or razor wire in the RSF, RTF, RMF, or RHD zones. In the RA zone, up to three strands of barbed wire are allowed for agricultural, farming or animal uses.
2. No person may construct or maintain a fence or barrier charged with electricity in the RSF, RTF, RMF, or RHD zones. In the RA zone, the use is permitted for the containment of livestock only.
3. A fence, wall, or other structure shall not be placed within the public right-of-way without an approved covenant as provided in SMC 17G.010.160 and any such structure is subject to the height requirement for the adjoining setback.
4. Fence Setbacks.

- a. Arterial Street.

No fence may be closer than twelve feet to the curb of an arterial street.

- b. Local Access Street.

No fence may be closer than the back of the sidewalk on a local access street. If there is no sidewalk, the fence shall be setback seven feet behind the face of the curb of a local access street.

F. Enclosures for Pools, Hot Tubs, and Impoundments of Water((or Ponds)).

1. To protect against potential drowning and near drowning by restricting access to pools, spas, and other impoundments of water, a((A)) person maintaining a swimming pool, hot tub, pond or other impoundment of water exceeding five thousand gallons and eighteen inches or more in depth and located on private property is required to construct and maintain an approved fence or other barrier as described in the currently adopted edition of the International Swimming Pool and Spa Code((by which the pool or other water feature is enclosed and inaccessible by small children)).

2. When a fence is elected as the preferred barrier, the following applies:

- a. The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building or other structure approved by the building services department.
- b. If the enclosure is a woven wire fence, it is required to be built to discourage climbing.
- c. No opening, except a door or gate, may exceed four inches in any dimension.
- d. Any door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be at least fifty-four inches above the ground.

G. Visibility at Intersections.

A fence, wall, hedge, or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.

1. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, all fences, vegetation, and other features within the Clear View Triangle defined in SMC 17A.020.030 shall be maintained to keep a vertical clear view zone between three and eight feet from ground level

Section 5. That SMC 17F.030.010 is amended to read as follows:

Section 17F.030.010 Adoption of Standard Codes

- A. Boiler and pressure vessels installed within the city of Spokane shall comply with Sections I, II (Parts A, B, C and D), IV, V, VI, VII, VIII Divisions 1, 2, 3, IX, X, XII and PVHO-1 of the ASME Boiler and Pressure Vessel Code, current edition, together with the addenda thereto. Boilers and pressure vessels shall comply with the editions of the code in effect at the time the equipment was manufactured. (Reference WAC 296-104-200).
- B. The National Board Inspection Code, ((2015))current adopted Edition, with current addenda applies to the alteration, inspection and repair of boilers, unfired pressure vessels and appurtenances in the city.
- C. NFPA 85 Boiler and Combustion Systems Hazards Code current edition (for use with boilers with fuel input ratings of twelve million five hundred thousand BTU per hour or greater. (Reference WAC 296-104-200)
- D. These codes as modified by the additions, deletions and amendments set forth in this chapter, are the boiler and pressure vessel code of the City.
- E. The basis for [SMC 17F.030](#) is WAC 296-104 with the exclusion of the unique administrative and fee items unique to Washington State inspectors and their inspection process.

Section 6. That SMC 17F.040.010 is amended to reach as follows:

Section 17F.040.010 Adoption of Building Codes and Related Washington State Codes

- A. There is adopted the Washington State Building Code (chapter 19.27 RCW and chapter 19.27A RCW) as modified by chapter 51-50 WAC. Specifically, the code includes the:
 - 1. International Building Code (IBC), ((2015))current adopted Edition, as published by the International Code Council, including Washington State

- amendments, ICC/ANSI A117.1 ((2009)), and the ((2015))current adopted Edition International Existing Building Code;
2. International Residential Code, ((2015))current adopted Edition (except Part IV – Energy Efficiency, Part VII – Plumbing, and Part VIII – Electrical) as published by the International Code Council, and chapter 51-51 WAC; and Appendix Q: Dwelling Unit Fire Sprinkler Systems, WAC 51-51-60105;
 3. International Energy Conservation Code, ((2015))current adopted Edition, chapter 51-11C and 51-11R WAC.
- B. The codes, standards, and regulations adopted in subsection (A) of this section, as amended by this chapter, constitute the building code of the City of Spokane.

Section 7. That SMC 17F.050.010 is amended to read as follows:

Section 17F.050.010 Adoption of the National Electrical Code

- A. The National Electrical Code, ((2017)) current adopted Edition, as published by the National Fire Protection Association, is the electrical code for the City.
- B. The rules and regulations of the State department of labor and industries, contained in chapter 296-46B WAC (except WAC 296-46B-906, WAC 296- 46B-907, WAC 296-46B-908, WAC 296-46B-909, and WAC 296-46B- 911) are adopted as amendments and interpretations of the National Electrical Code.
- C. Persons doing electrical work are also required to comply with the state electrical installations laws.
- D. The National Electrical Code is further modified by the local amendments as provided in this chapter.

Section 8. That SMC 17F.060.040 is amended to read as follows:

Section 17F.060.040 Requirements

- A. All new and existing elevators, dumb waiters, escalators, stair climbers, platform lifts, temporary personnel hoists, material lifts and moving walks and alterations must conform to this code.
- B. A sidewalk elevator, or hoist, or a freight elevator, which does not rise above the ground floor must have doors and gates so constructed that the car cannot move until they are closed. A sidewalk hoist must be equipped with safety rods so that it cannot be started until the sidewalk doors are open.
- C. Lock boxes for machine room access may be required by conditions.

- D. Conveyances with uncorrected deficiencies are subject to additional inspections and fees. An elevator inspector may revoke an operating permit and red-tag the conveyance if deficiencies remain uncorrected for one hundred fifty days.
- E. Elevators no longer used or deemed to be unsafe may be ordered to be decommissioned by the City Inspector.
- F. Conveyances to be decommissioned must occur by permit and inspections according to the requirements of ASME 17.1. Failure to decommission a conveyance as directed by the elevator inspector shall result in a class I civil infraction.
- G. Elevators incorporating noncircular elastomeric coated steel suspension members (belt suspension) shall use only fire rated belts tested to UL 62, UL 1581 FT-1 fire rating or equivalent.

Section 9. That SMC 17F.060.060 is amended to read as follows:

Section 17F.060.060 Dangerous Conveyances

- H. Whenever the elevator inspector finds a conveyance or part dangerous or unsafe, the owner must immediately repair, replace or otherwise correct the danger.
- I. No person may:
 - 1. remove, conceal or deface any notice of condemnation posted on a conveyance by the inspector; or
 - 2. operate a conveyance until it has been inspected and approved for operation by the inspector.
 - 3. remove any lock or lock out device that has been placed on a conveyance by an authorized person that is intended to prevent the operation of the conveyance that has been deemed unsafe to operate by that person.
- C. Violation of this section will result in a Class I civil infraction assessed daily until corrected.

Section 10. That SMC 17F.080.010 is amended to read as follows:

Section 17F.080.010 Adoption of Internal Fire Code

- A. The Washington State current amended edition (~~((amended version))~~) of the ~~((2015))~~ International Fire Code (IFC) and related standards, published by the International Code Council, as modified by this title, is the fire code of the City of Spokane except as otherwise provided.
- B. The following amendments are made to the International Fire Code:
 - 1. Section 101.1 is modified to read as follows:

- a. Title.

These regulations shall be known as the fire code of the City of Spokane, hereinafter referred to as “this code.”
2. Section 109.4 is modified to read as follows:
 - a. Violation Penalties.

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements, thereof, or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the fire code official or of a permit or certificate used under provisions of this code shall be subject to the provisions of [chapter 1.05 SMC](#).
3. Section 111.4 is modified to read as follows:
 - a. Failure to Comply.

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties identified in [chapter 1.05 SMC](#).
4. IFC Sections 503.1.1, 503.1.2, 503.1.3, 503.2, 503.3, and 503.4 are adopted as published.
5. Chapter 56 is amended with [chapter 10.33A SMC](#).
6. Section 903.2.11.5 is revised to read:
 - a. A wet chemical suppression system shall be installed in a commercial kitchen exhaust hood and duct system to meet the compliance of Section 904.
7. Section 904.2.2 is revised to read:
 - a. Each required commercial kitchen exhaust hood and duct system required by Section 609 to have a Type 1 hood shall be protected with a wet chemical suppression system installed in accordance with this code.
8. Section 904.12.

Replace the first paragraph and the five types to read:

 - a. 904.12 – Commercial Cooking Systems.

The automatic fire extinguishing system for commercial cooking systems shall be a wet-chemical type system. The wet-chemical system shall be tested in accordance with UL 300 and listed and labeled for the intended application. The system shall be installed in accordance with this code, its listing, and the manufacturer’s installation instructions. Wet-chemical extinguishing systems shall be installed in accordance with NFPA 17A.
9. Section 904.12 – Exception; Section 904.12.1 – Exception; Section 904.12.3; Section 904.112.4 are not adopted.
10. Section 905.1 – Add the following to end of the paragraph:

Class II and Class III standpipes are not allowed for new construction in the City of Spokane. All requirements for Class II and Class III shall be Class I and references to one- and one-half inch outlets shall be changed

to two and one-half inches. There are no requirements for two and one-half inch hose to be provided (i.e., stages).

11.906.1.1.

Revise exception to read as follows:

a. Exception.

Portable fire extinguishers are not required for residential buildings that do not have an interior or exterior common space, such as townhouses.

12. Section 1011.14.

Remove “and for access to unoccupied roofs” from last sentence.

13. Section 1011.12

Remove the last sentence

14. Section 1023.9.

Revise the second sentence to read as follows:

“ . . . the story of, the number of floors above grade (if it is different from the story number), and the direction . . . ”

15. Section 5704.2.9.6.1.

Remove the last part of the last sentence “(See Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page xxi).”

16. Section 5706.2.4.4.

Remove the last part of the last sentence “(See Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page xxi).”

17. Section 5806.2.

Remove the last part of the last sentence “(See Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page xxi).”

18. Section 6104.2.

Remove the last part of the last sentence “(See Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page xxi).”

Section 11. That SMC 17F.090.010 is amended to read as follows:

Section 17F.090.010 Adoption of International Mechanical Code

The current adopted Editions of the International Mechanical Code (IMC) and the International Fuel Gas Code (IFGC)(~~(, 2015 Editions,)~~) published by the International Code Council, as modified by chapter 51-52 WAC and the additions, deletions, and amendments set forth in this chapter, are the mechanical code of the City.

Section 12. That SMC 17F.100.010 is amended to read as follows:

Section 17F.100.010 Adoption of Uniform Plumbing Code

- A. The Uniform Plumbing Code (UPC), (~~(2015)~~)current adopted Edition, and related standards published by the International Association of Plumbing and Mechanical

Officials, as modified by chapter 51-56 WAC and the additions, deletions, and amendments set forth in this chapter, is the plumbing code of the City.

- B. Portions of the UPC not adopted are:
 - 1. Chapters 12 and 15;
 - 2. Combustion air and venting of appliances in Chapter 5; and
 - 3. Portions of the Code addressing building sewers.
- C. Appendices A, B, and I of the UPC are adopted as part of the code.

Section 13. That SMC 17G.010.200 is amended to read as follows:

Section 17G.010.200 Application for Worker's License

- A. State Licenses, Permits, Certificates.
Electricians and electrical apprentices are certificated by the department of labor and industries under chapter 19.28 RCW. Persons engaged in the craft of installing, altering, repairing and renovating potable water systems and liquid waste systems within a building, either as a journeyman plumber or specialty plumber must have a certificate issued by the department of labor and industries as provided in chapter 18.106 RCW.
- B. Boiler Operators' and Boiler Inspectors' Licenses.
 - 1. An applicant for a license under the boiler and pressure vessel code shall pay the prescribed fees and make written application to the department of building services on prescribed forms.
 - 2. Unless the application is to renew a license in good standing for the succeeding year, the applicant shall be examined as to his qualifications by the board of boiler examiners.
 - 3. To be eligible to apply for a license, an applicant must meet the following minimum qualifications:
 - a. First class engineer and boiler inspector: Two years of practical experience as a boiler operator in a high-pressure plant exceeding eight million BTU input.
 - b. Second class engineer: One year of practical experience as a high-pressure boiler operator in a high-pressure plant exceeding four million BTU input.
 - c. Third class engineer: One year of practical experience.
 - d. Small high-pressure boiler operator: Must pass the prescribed examination.

- e. Low-pressure boiler operator: Must pass the prescribed examination.
- 4. All boiler operation and boiler inspector license holders must renew the license annually by December 31st.

C. Mechanics' Licenses.

- 1. An applicant for any license to do work under the mechanical code shall pay the prescribed fees and make written application to the department of building services on prescribed forms.
- 2. The board of gas heating mechanic examiners shall examine to determine the qualifications and fitness of original applicants for licenses as a gas heating mechanic(~~(, oil burner installer, gas inspector or oil inspector)~~). The board may similarly examine any applicant for a renewal of such license.
- 3. To be eligible to apply for a license, an applicant must meet the following minimum qualifications:
 - a. Gas heating mechanic I or gas inspector I: ~~((Successful completion of the Inland Northwest HVAC Association Gas School or three years' experience in gas fitting work or gas service))~~ No Requirements.
 - b. Gas heating mechanic II or gas inspector II: ~~((Successful completion of an industrial gas school or three years' experience in gas fitting work, other than as an apprentice))~~ Must possess an active Gas Mechanic I license.
- 4. "Gas fitting work" means the installation, alteration, extension, repair or maintenance, from the outlet of the gas meter, of gas piping, venting and appliances.
- 5. All mechanical license holders must renew the license annually by December 31st. If the license is expired for more than 90 days, a new application and exam is required.

D. Apprentices.

The building official, with the approval of the appropriate board, may promulgate from time to time rules for the licensing, registration or regulation or apprentices in the various trades, consistent with federal and state law.

E. Registered Servicers.

An applicant for a license to test, maintain and alter fire alarm systems, portable fire extinguishers, range hood systems, sprinkler systems, standpipe systems, or underground critical materials storage tanks must pay the prescribed fee and make written application to the fire official. Proof of competency is by exam, demonstration, or submittal of credentials as approved by the fire official.

F. Refueler Operator.

An applicant for a permit to operate an aircraft refueler vehicle must present to the fire official an identification card issued by his employer certifying the applicant's qualifications, as provided in UFC Section 2402.3.

- [17G.010.200](#) Building and Construction Permits, Application for Worker's License
- Proposed text changes to above listed codes and tables are attached