

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Eleventh** Updated Proclamation **20-28.11**, dated **October 2, 2020**, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through **November 9, 2020**.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below.

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on **October 26, 2020**. Open Forum will not be held and all testimony must be related to the legislative items on the agenda.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling **1-408-418-9388** and entering the access code **966 942 097** for the 3:30 p.m. Briefing Session or **146 188 4021** for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

To participate in virtual public comment:

Sign up to give testimony at <https://forms.gle/RtcIKb2tju6322BB7>. You must sign up in order to be called on to testify. The form will be **open at 5:00 p.m. on Monday, October 26, 2020, and will close at 6:00 p.m.** At 6:00 p.m., you will call in to the meeting using the information above. When it is your turn to testify, Council President will call your name and direct you to hit *3 on your phone to ask to be unmuted. The system will alert you when you have been unmuted and you can begin giving your testimony. When you are done, you will need to hit *3 again.

**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, NOVEMBER 2, 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. | Grant Award from the Department of Justice – Office of Justice Programs to expand Spokane Community Court into the East Central Neighborhood—\$166,048 revenue. (Relates to Special Budget Ordinance C35957) (Deferred from October 19, 2020, Agenda)
Seth Hackenberg | Approve | OPR 2020-0757 |
| 2. | Purchase of “IceKicker” a salt-based product with anticorrosive inhibitors from Salt Distributors Inc. (Spokane, WA) for the Street Department on an "as needed" basis—not to exceed \$100,000 annually.
James Dykes | Approve | OPR 2020-0780 |
| 3. | Purchases by Fleet Operations for Police Department using WA State Contract #05916 of: | Approve
All | |
| | a. 2 Police K8s from Columbia Ford (Longview, WA)—\$97,254.31 (incl. tax). | | OPR 2020-0781 |
| | b. 2 Police Tahoes from Bud Clary Chevrolet (Longview, WA)—\$94,377.38 (incl. tax). | | OPR 2020-0782 |

Eric Olsen

- | | | | |
|----|---|----------------|---------------------------------|
| 4. | Purchases by Fleet Services for the Wastewater Department using WA State Contract 122017-FSC of: | Approve
All | |
| | a. Combination Cleaner Body from Owen Equipment—\$353,390.17 (incl. tax). | | OPR 2020-0783 |
| | b. Combination Cleaner Chassis from Kenworth Sales (Spokane, WA)—\$163,674 (incl. tax). | | OPR 2020-0784 |
| | Raylene Gennett | | |
| 5. | Purchase by Fleet Operations for the Wastewater Department from Kenworth Sales (Spokane, WA) of a mechanical rodder for the Wastewater Department using WA State Contract 122017-SCA—\$329,259.44 (incl. tax). | Approve | OPR 2020-0785 |
| | Raylene Gennett | | |
| 6. | Value Blanket with National Filter Media (Olive Branch, MS) for the purchase of fabric filter bags for the Waste to Energy Facility for a two-year term from January 1, 2021 through December 31, 2022—\$300,000 (incl. tax). | Approve | OPR 2020-0786
RFQ 5426-20 |
| | Chris Averyt | | |
| 7. | Contract Renewals Nos. 1 of 4 for the Waste to Energy Facility with: | Approve
All | |
| | a. Online Cleaning Services (Marysville, CA) for Boiler Blast Cleaning Services from January 1, 2021 through December 31, 2021—not to exceed \$300,000 (incl. tax). | | OPR 2019-0958
PW ITB 5096-19 |
| | b. WEMCO Inc. (Spokane, WA) for crane, hoist, trolley and lifeline preventative maintenance and inspections from January 1, 2021 through December 31, 2021—not to exceed \$60,000 (incl. tax). | | OPR 2019-0959
PW ITB 5101-19 |
| | c. WEMCO Inc. (Spokane, WA) for bridge crane maintenance and inspections from January 1, 2021 through December 31, 2021—not to exceed \$100,000 (incl. tax). | | OPR 2019-0960
PW ITB 5105-19 |
| | Chris Averyt | | |
| 8. | Interlocal Agreement with Spokane School District No. 81 for the Engineering Construction Management Office Relocation Project construction of new office space within the building shell of the Fleet building in order to accommodate Engineering Construction Management staff and Water Department staff—\$1,500,000. | Approve | OPR 2020-0787
ENG 2020098 |
| | Mike Ormsby | | |

- | | | | |
|-----|---|------------------------------------|---------------|
| 9. | Contract for Federal CARES Act funding from Spokane County for Housing and Human Services to improve homeless shelters—\$1,600,000. (Relates to Special Budget Ordinance C35966).
Chris Green | Approve | OPR 2020-0789 |
| 10. | First Amendment to Purchase and Sale Agreement with Gonzaga Haven LLC to provide for amendments to Exhibit A and to extend closing date.
Dave Steele | Approve | OPR 2019-1100 |
| 11. | Report of the Mayor of pending: | Approve &
Authorize
Payments | CPR 2020-0002 |
| | 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 \$_____. | | |
| | b. Payroll claims of previously approved obligations through_____, 2020: \$_____. | | CPR 2020-0003 |
| 12. | 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 – WILL NOT BE HELD

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances C35959 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:

ORD C35957 **General Fund – Municipal Court**
FROM: Department of Justice, \$166,048;
TO: Various accounts, same amount.

(This action budgets the Department of Justice Grant for the East Central Community Court Project) (Relates to OPR 2020-0757) (Council Sponsor: Council President Beggs) (Deferred from October 19, 2020, Agenda)
Seth Hackenberg

OPR C35959 **General Fund**
FROM: Unappropriated Reserves, \$500,000;
TO: Allocations – Operating Transfers Out, same amount;

and

Water & Hydroelectric Fund
FROM: Transfer from General Fund, \$500,000;
TO: Unappropriated Reserves, same amount.

(This action allows fulfillment of funding obligation of the City to the Water & Hydroelectric Fund based on the sale of existing parking lot to Gonzaga Haven LLC) (Council Sponsor: Council President Beggs)

Paul Ingiosi

ORD C35967 **Miscellaneous Community Development Grants Fund**
FROM: CARES Act 19 County, \$1,600,000;
TO: CARES Act 19 County, same amount.

(This action allows receipt of CARES funds from Spokane County for capital expenditures related to emergency homeless housing solutions at the Mission and Cannon locations) (Council Sponsor: Council President Beggs) (Relates to Consent Agenda Item #9)

Tim Sigler

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2020-0080 **Condemning the organization and assembly of private armed militia groups which are prohibited under state law. (Council Sponsors: Council Members Burke and Stratton)**

Brian McClatchey

ORD C35924 **Granting Yellowstone Pipe Line Company, a corporation, chartered in the State of Delaware, the nonexclusive right, privilege, authority, and franchise to construct, operate, maintain, remove, replace, and repair existing pipeline facilities together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts in the public right-of-way within and through the City of Spokane, Spokane County, WA. (Council Sponsor: Council Member Cathcart) (Deferred from October 12, 2020, Agenda)**

Timothy Szambelan

ORD C35955 **Relating to the rates of solid waste disposal public utilities and services, amending SMC sections 13.02.0560, 13.02.0562, 13.02.0563, 13.02.0568, and 13.02.0570; and adding a new SMC section 13.02.0561, to chapter 13.02 of the Spokane Municipal Code; and setting an effective date. (Council Sponsor: Council President Beggs)**

Scott Simmons

ORD C35956 Relating to the rates of solid waste collection public utilities and services, amending SMC sections 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0516, 13.02.0518, 13.02.0520, 13.02.0528, 13.02.0552, and 13.02.0554; to chapter 13.02 of the Spokane Municipal Code; repealing 13.02.0530; and setting an effective date. (Council Sponsor: Council President Beggs)

Scott Simmons

ORD C35954 Relating to solid waste collection and recycling schedules, amending SMC section 13.02.0500; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date. (Council Sponsor: Council President Beggs)

Scott Simmons

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35960 Of the City of Spokane, Washington, adopting a Six-Year Citywide Capital Improvement Program for the years 2021 through 2026 and amending the Citywide Capital Improvement Program (CIP) as referenced in Appendix C of the City Of Spokane Comprehensive Plan.

Paul Ingiosi

ORD C35961 Relating to the pretreatment requirements; amending SMC sections 13.03A.0101 through 13.03A.1204, of the Spokane Municipal Code; adopting new sections 13.03A.0200, 13.03A.0412, and 13.03A.1106 to Chapter 13.03A SMC; repealing sections SMC 13.03A.1105, 13.03A.1501, and 13.03A.1502; and setting an effective date.

Scott Simmons

ORD C35962 Relating to the rates of Wastewater and Sewer public utilities and services, amending SMC Sections 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1018, 13.03.1020, and 13.03.1022; to Chapter 13.03 of the Spokane Municipal Code; repealing sections SMC 13.03.1014, and 13.03.1016, and setting an effective date.

Scott Simmons

ORD C35963 Relating to the rates of the Water and Hydroelectric Department and Wastewater Management Department for utility services to properties within designated and established Public Development Authorities (PDA), adding a new section 13.03.1011 to SMC 13.03 and new sections 13.04.20051 and 13.04.20061 to SMC 13.04 of the Spokane Municipal Code; and setting an effective date.

Scott Simmons

ORD C35964 Relating to the rates of the Water & Hydroelectric Department, amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, and 13.04.2016; to chapter 13.04 of the Spokane Municipal Code; and setting an effective date.

Scott Simmons

ORD C35965 Relating to the rates for capital charges, amending SMC section 13.035.500, to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.
Scott Simmons
FURTHER ACTION DEFERRED

SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

H1. Public Hearing on 2017 Proposed Budget. Paul Ingiosi	Hold Hearing. then Continue to 11/9/20	FIN 2020-0001
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Motion to Approve Advance Agenda for November 2, 2020
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED) – WILL NOT BE HELD

ADJOURNMENT

The November 2, 2020, Regular Legislative Session of the City Council is adjourned to November 9, 2020.

NOTES

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

10/19/2020

Date Rec'd

10/9/2020

Clerk's File #

OPR 2020-0757

Renews #**Cross Ref #****Submitting Dept**

MUNICIPAL COURT

Contact Name/Phone

SETH HACKENBERG 509-309-6948

Project #**Contact E-Mail**

SHACKENBERG@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0560-BJA EXPANSION GRANT COMMUNITY COURT

Agenda Wording

The Spokane Community Court is submitting our grant award from the BJA, 2020-DC-BX-0042, for \$166,048 to expand the Spokane Community Court into the East Central neighborhood for acceptance.

Summary (Background)

The Spokane Community Court has been granted an award from the BJA (2020-DC-BX-0042), for the sum of \$166,048 to expand our service into the East Central neighborhood. These funds will be used to hire on a Social Services Navigator, who will assist Community Court participants in accessing services throughout the city of Spokane. Other portions of the funding will be used for training provided by JustLead to educate the Community Court team on systems thinking and structural racism.

Fiscal Impact

Grant related? YES

Public Works? NO

Budget Account

Revenue \$ \$166,048

0560-91202-99999-33316

Expense \$ \$166,048

0560-91202-12500-5XXXX

Select \$

#

Select \$

#

Approvals**Dept Head**

DELANEY, HOWARD

Division Director

ANTUSH, MATTHEW

Finance

BUSTOS, KIM

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session\Other**

10/05/20 PSCHC Agenda

Council Sponsor**Distribution List**Howard Delaney Division Head
hdelaney@spokanecity.orgJudge Matthew Antush Division Director
mantush@spokanecity.org**Additional Approvals**Judge Mary Logan Community Court Judge
mlogan@spokanecity.org**Purchasing**

rkokot@spokanecity.org

**GRANTS &
CONTRACT MGMT**

BROWN, SKYLER



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 10/7/2020

Type of expenditure: Goods ☐ Services ☐

Department: Municipal Court

Approving Supervisor: Howard Delaney

Amount of Proposed Expenditure: \$166,048

Funding Source: Department of Justice (DOJ) Office of Justice Pro

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

This grant will cover expansion into the East Central Neighborhood, particularly the hiring of a Social Services Navigator that will assist court participants in accessing services and maintaining contact with service providers. This contact is key to success and the Social Service Navigator position will allow for more participants to remain in better contact with service providers.

What are the impacts if expenses are deferred?

It will become more difficult to help participants access services, lack of access to services is a key barrier that all participants in Community Court face.

What alternative resources have been considered?

Donations from outside parties, however this type of funding is not stable enough to support a position.

Description of the goods or service and any additional information?

Social Services Navigator, will help participants maintain contact with social service providers and act as a de facto case manager for participants who are in need of the extra support.

JustLead, will provide training to support the Court Team in better understanding systemic racism and structural racism both in society and the justice system.

Person Submitting Form/Contact: Seth Hackenberg/Shackenberg@spokanecity.g

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:



Department of Justice (DOJ)
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 19, 2020

The Honorable Naydine Woodard
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3339

Dear Mayor Woodard:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Spokane for an award under the OJP funding opportunity entitled "National Community Courts Site-based and Training and Technical Assistance Initiative: Implementation and Enhancement." The approved award amount is \$166,048. These funds are for the project entitled Spokane Community Court Expansion.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Spokane accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Tracy Lee-Williams, Program Manager at (202) 598-9695; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan", is located below the "Sincerely," text.

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 19, 2020

The Honorable Naydine Woodard
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3339

Dear Mayor Woodard:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.


We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.


Sincerely,

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

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

<div></div> <div>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</div>		Grant		PAGE 1 OF 16																	
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201-3339		4. AWARD NUMBER: 2020-DC-BX-0042																			
		5. PROJECT PERIOD: FROM 10/01/2020 TO 09/30/2022 BUDGET PERIOD: FROM 10/01/2020 TO 09/30/2022																			
		6. AWARD DATE 09/19/2020		7. ACTION Initial																	
2a. GRANTEE IRS/VENDOR NO. 916001302		8. SUPPLEMENT NUMBER 00																			
2b. GRANTEE DUNS NO. 115528189		9. PREVIOUS AWARD AMOUNT \$ 0																			
3. PROJECT TITLE Spokane Community Court Expansion		10. AMOUNT OF THIS AWARD \$ 166,048																			
		11. TOTAL AWARD \$ 166,048																			
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																					
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - Drug Courts) 34 USC 10611; Pub. L. No. 116-93, 133 Stat 2317, 2409																					
14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.585 - Drug Court Discretionary Grant Program																					
15. METHOD OF PAYMENT GPRS																					
AGENCY APPROVAL		GRANTEE ACCEPTANCE																			
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Naydine Woodard Mayor																			
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		19A. DATE																	
AGENCY USE ONLY																					
20. ACCOUNTING CLASSIFICATION CODES <table><tr><td>FISCAL YEAR</td><td>FUND CODE</td><td>BUD. ACT.</td><td>OFC.</td><td>DIV. REG.</td><td>SUB.</td><td>POMS</td><td>AMOUNT</td></tr><tr><td>X</td><td>B</td><td>DC</td><td>80</td><td>00</td><td>00</td><td></td><td>166048</td></tr></table>		FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT	X	B	DC	80	00	00		166048	21. VDCUGT2620			
FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT														
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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>1. Requirements of the award; remedies for non-compliance or for materially false statements</p> <p>The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.</p> <p>Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.</p> <p>By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.</p> <p>Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.</p> <p>Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).</p> <p>Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.</p>		



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2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



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5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.


The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>8. Requirements related to System for Award Management and Universal Identifier Requirements</p> <p>The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.</p> <p>The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.</p> <p>The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.</p> <p>This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).</p>		



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.


Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

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<p><i>SPECIAL CONDITIONS</i></p> <p>19. Effect of failure to address audit issues</p> <p>The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.</p> <p>20. Potential imposition of additional requirements</p> <p>The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.</p> <p>21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.</p> <p>22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."</p> <p>23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38</p> <p>The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.</p> <p>Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.</p> <p>The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.</p>		



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.


2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)</p> <p>The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.</p> <p>The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.</p> <p>Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.</p> <p>29. Encouragement of policies to ban text messaging while driving</p> <p>Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.</p> <p>30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ</p> <p>If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.</p> <p>31. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2020-DC-BX-0042 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.</p>		



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32. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
33. Verification and updating of recipient contact information
- The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
34. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
35. Justification of consultant rate
- Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.
36. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
37. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.



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38. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)
- This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
39. FFATA reporting: Subawards and executive compensation
- The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.
- This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
40. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. §§ 801-904.
41. All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals's (NADCP) publication: Defining Drug Courts: The Key Components at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.
42. The recipient agrees to submit to BJA, by the termination of the award period, an electronic copy of the final evaluation report. The final evaluation report must be submitted to BJA as a "Special Report," via the OJP Grants Management System Progress Reports Module.



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43. The recipient understands and agrees that no award or matching funds may be used to provide services for violent offenders as defined in 42 U.S.C. 3797u-2, a “violent offender” means a person who—(1) is charged with or convicted of an offense that is punishable by a term of imprisonment exceeding one year, during the course of which offense or conduct— (A) the person carried, possessed, or used a firearm or dangerous weapon; (B) there occurred the death of or serious bodily injury to any person; or (C) there occurred the use of force against the person of another, without regard to whether any of the circumstances described in subparagraph (A) or (B) is an element of the offense or conduct of which or for which the person is charged or convicted; or (2) has 1 or more prior convictions for a felony crime of violence involving the use or attempted use of force against a person with the intent to cause death or serious bodily harm.
44. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
45. Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.
46. Withholding of funds: Disclosure of pending applications
- The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued to remove this condition.
47. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for City of Spokane

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation that will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



Department of Justice (DOJ)
Office of Justice Programs

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GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY

Grant

PROJECT NUMBER

2020-DC-BX-0042

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This project is supported under FY20(BJA - Drug Courts) 34 USC 10611; Pub. L. No. 116-93, 133 Stat 2317, 2409

1. STAFF CONTACT (Name & telephone number)

Tracy Lee-Williams
(202) 598-9695

2. PROJECT DIRECTOR (Name, address & telephone number)

Seth Hackenberg
Court Coordinator
1100 W Mallon Ave
Spokane, WA 99260
(509) 309-6948

3a. TITLE OF THE PROGRAM

National Community Courts Site-based and Training and Technical Assistance Initiative: Implementation and Enhancement

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Spokane Community Court Expansion

5. NAME & ADDRESS OF GRANTEE

City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3339

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2020 TO: 09/30/2022

8. BUDGET PERIOD

FROM: 10/01/2020 TO: 09/30/2022

9. AMOUNT OF AWARD

\$ 166,048

10. DATE OF AWARD

09/19/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Bureau of Justice Assistance (BJA) FY20 National Community Courts Site-based and Training and Technical Assistance Initiative supports efforts by state, local, and federally recognized Indian tribal governments to establish and enhance community courts in their jurisdictions. Community courts enhance public safety by addressing underlying issues that lead to criminal behavior, including substance abuse and behavioral health issues. By engaging communities in planning and operational processes, they provide justice system officials with more effective options in dealing with lower-level offenses, enhance public trust in the conduct of justice, and help to reduce unnecessary incarceration.

The grant recipient has completed a substantial amount of planning and is ready to fully implement a community court or will be enhancing an existing community court. Funding will be used for case management, supervision and treatment services, and/or the provision and coordination of recovery support services. Courts must ensure that participants are tested periodically for the use of controlled substances, including medical marijuana, and that the court conforms to the key

community court principles and statutory requirements of the program. CA/NCF



Agenda Sheet for City Council Meeting of:
11/02/2020

Date Rec'd	10/19/2020
Clerk's File #	OPR 2020-0780
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	VB

Submitting Dept	STREETS
Contact Name/Phone	JAMES DYKES 625-7741
Contact E-Mail	JDYKES@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	1100- ICE KICKER FOR STREET DEPARTMENT

Agenda Wording

The Street Department is seeking approval for the purchase of IceKicker on an "as needed" basis to use on the City streets in the Winter.

Summary (Background)

Impact-The total cost to the City is \$139 per ton not to exceed \$100,000 annually. Funding- Funding for this is included in the 2020/2021 Street Operation and Maintenance Budget. Additional Information- This salt-based product with anticorrosive inhibitors added is used by Street Department during the winter months for deicing. Used primarily in the CBD area. Is purchased off the state contract

<u>Fiscal Impact</u>	Grant related? NO Public Works? YES	<u>Budget Account</u>
Expense	\$ not to exceed \$100,000.00/ year	# 1100-21800-42660-53210-99999
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	HARRIS, CLINT E.	<u>Study Session\Other</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	jklapp; ceharris; jlagent; jdykes
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>		

Briefing Paper (PIES)

Division & Department:	Street
Subject:	Ice Kicker
Date:	10/28/2020
Contact (email & phone):	James Dykes / 625-7741
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for the purchase of IceKicker on an “as needed” basis to use on the City Streets in the winter.
Background/History: <i>This salt-based product with anticorrosive inhibitors added is used by Street Department during the winter months for deicing. Used primarily in the CBD area. Is purchased off the state contract.</i>	
Executive Summary: <i>Impact</i> <ul style="list-style-type: none"> The total cost to the City is \$139 per ton not to exceed \$100,000 annually. <i>Action</i> <ul style="list-style-type: none"> Approval of the contract <i>Funding</i> <ul style="list-style-type: none"> Funding for this is included in the 2020/2021 Street Operation and Maintenance Budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

Services

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

Tonya Wallace

CITY ADMINISTRATOR SIGNATURE:

[Signature]



Agenda Sheet for City Council Meeting of:
11/02/2020

<u>Date Rec'd</u>	10/13/2020
<u>Clerk's File #</u>	OPR 2020-0781
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	RE19678

<u>Submitting Dept</u>	FLEET OPERATIONS
<u>Contact Name/Phone</u>	ERIC OLSEN 835-4505
<u>Contact E-Mail</u>	EOLSEN@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5100-PURCHASE OF K8S

Agenda Wording

Fleet Services would like to purchase 2 Police K8s from Columbia Ford in Longview, WA, using WA State Contract #05916. Total purchase amount is \$97,254.31, including tax.

Summary (Background)

The 2 Police K8s will replace units that have reached the end of their economic life. We recommend approval for the purchase of 2 Police K8s for the Police Department. Funding for this is included in the Police Department budget.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Expense	\$	97,254.31		#	590279115940005640499999
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>				<u>Council Notifications</u>	
<u>Dept Head</u>		PAINE, DAVID		<u>Study Session\Other</u>	10/19/2020
<u>Division Director</u>		WALLACE, TONYA		<u>Council Sponsor</u>	Breean Beggs
<u>Finance</u>		ORLOB, KIMBERLY		<u>Distribution List</u>	
<u>Legal</u>		ODLE, MARI		mmartinez	
<u>For the Mayor</u>		ORMSBY, MICHAEL			
<u>Additional Approvals</u>					
<u>Purchasing</u>		PRINCE, THEA			
<u>POLICE</u>		MEIDL, CRAIG			

Briefing Paper

Finance and Administration Committee

Division & Department:	Finance, Fleet Services
Subject:	Purchase of Police K8s
Date:	October 19, 2020
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance and Administration Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase 2 Police K8s from Columbia Ford in Longview, WA, using WA State Contract #05916. Total purchase amount is \$97,254.31, including tax.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The 2 Police K8s will replace units that have reached the end of their economic life. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the purchase of 2 Police K8s for the Police Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is included in the Police Department budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Martinez, Micaela

From: NOREPLY@des.wa.gov
Sent: Tuesday, October 6, 2020 1:09 PM
To: Martinez, Micaela
Cc: Steve.Hatfield@des.wa.gov
Subject: Vehicle Quote - 2020-10-74 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2020-10-74 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: mmartinez@spokanecity.org

Quote Notes:
Vehicle Location: SPOKANE CITY

Color Options & Qty

Agate Black (UM) - 2

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0521-001	2021 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	2	\$32,879.00	\$65,758.00
2021-0521-002	INFORMATION ONLY: Columbia Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	2	\$0.00	\$0.00
2021-0521-003	INFORMATION ONLY: Columbia Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	2	\$0.00	\$0.00
2021-0521-004	INFORMATION ONLY: (#010-099 Ford Factory Options) (#100-149) Ford Factory VSO Vehicle Special Order options, i.e. red/red LEDs) (#200-299 Dealer-Installed Options, including Setina Upfits) (#350-439 Day Wireless Upfits -- Click on Display Upfits at bottom of option list)	2	\$0.00	\$0.00
2021-0521-005	INFORMATION ONLY (2020MY): [EXTERIOR Dimensions: 198.8in Overall Length, 119.1in Wheelbase, 69.4in Height, 78.9in Width (mirrors folded), 89.3in Width (mirrors extended), Ground Clearances (7.4in w/ 3.3L HEV, 7.2in w/ 3.0L EcoBoost, 7.6in w/ 3.3L Direct-injection V6)] [INTERIOR Dimensions: Front/Rear: Head (40.7in/40.4in), Shoulder (61.8in/61.3in), Hip (59.3in/59.1in), Leg (40.9in/40.7in),	2	\$0.00	\$0.00

Cargo Opening Height 31.9in, Cargo Opening Width 47.6in, Cargo Area Width 47.9in, Cargo Area Length 46.2in]				
2021-0521-010	2021 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV, 3.3L V6 Direct-Injection (285 HP @ 6500 RPM, 260 lb.-ft. Torque @ 3000 RPM) (136-MPH Top Speed), 10-Speed Automatic Police-Calibrated Transmission (Column Shifter), 255/60R 18 All-Season BSW Tires, HD Steel Wheels, HD 80-Amp 730CCA Battery, HD 250 Amp Alternator, 21.4 Gallon Fuel Tank, 3.73 Axle Ratio, 6465# GVWR, 1670# Payload, 5000# Towing Capacity, 7.6in Ground Clearance (K8A/500A) THIS IS THE BASE VEHICLE -- Please review standard specs to view complete description.	2	\$0.00	\$0.00
2021-0521-012	Alternative Hybrid (HEV) Engine System [318 HP (combined system HP), 285 HP (gas engine) @ 6500 RPM, 260 lb.-ft. Torque @ 4000 RPM) (6840# GVWR, 1670 # Payload, 5000# Towing Capacity, 7.4in Ground Clearance) [Includes 3.3L V6 Direct-Injection Hybrid Engine System, Lithium-Ion Battery Pack (does not intrude into the cargo area), police calibrated high-performance regenerative braking system, DC/DC converter 220-Amp (in lieu of alternator), H7 AGM Battery - 800 CCA / 80-Amp, 19-Gallon Fuel Tank, 8-Year/100,000-Mile Hybrid Unique Component Warranty] (Not compatible with 3.0L V6 EcoBoost option) (99W/44B)	2	\$3,518.00	\$7,036.00
2021-0521-013	Ready for the Road Package. [Includes contents of Front Headlamp Lighting Solution #66A, Tail Lamp Lighting Solution #66B, Rear Lighting Solution #66C; Pre-wiring for grille LED lights, siren and speaker #60A, 100 Watt Siren/Speaker #18X, Rear console Plate #85R, Hidden Door-Lock Plunger/Rear Door Handles/Rear Windows Inoperable #52P; PLUS: Grille Linear LED Lights (Red/Blue) and harness; Whelen Cencom Light Controller Head with dimmable backlight; Whelen Cencom Relay Center/Siren/Amp with Traffic Advisor mounted behind 2nd row seat; Light controller/relay cencom wiring (wiring harness) with additional input/output pigtailed; high current pigtail; Whelan Specific WECAN cable (console to cargo area) connects Cencom to Control Head] (Not available with Ultimate Wiring Package #67U or Interior Upgrade Package #65U) (67H)	2	\$3,582.00	\$7,164.00
2021-0521-021	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller are not included.) (Must also order Pre-wiring for grille lamp, siren and speaker #60A) (63B)	2	\$289.00	\$578.00
2021-0521-030	Noise Suppression Bonds (Ground Straps)(60R)	2	\$100.00	\$200.00
2021-0521-031	Switchable Red/White Lighting in Cargo Area (deletes 3rd row map light) (17T)	2	\$50.00	\$100.00
2021-0521-033	Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (43D)	2	\$25.00	\$50.00
2021-0521-034	Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	2	\$259.00	\$518.00
2021-0521-036	BLIS Blind Spot Monitoring with Cross-Traffic Alert (Includes manual fold-away heated mirrors) (55B/54Z)	2	\$543.00	\$1,086.00
2021-0521-041	Rearview Camera, Alternative (video will be displayed in 4in center stack instead of in rearview mirror)(D87R)(No Charge)	2	\$0.00	\$0.00
2021-0521-043	Reverse Sensing System (76R)	2	\$275.00	\$550.00
2021-0521-045	Police Perimeter Alert - detects motion in an approximately 270-degree radius on sides and back of vehicle (If movement is determined to be a threat, chime will sound at Level 1; Doors will lock and windows will automatically go up at Level 2; Includes visual display in center stack with tracking) (68B)	2	\$673.00	\$1,346.00
2021-0521-047	Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry System #55F) (18D)	2	\$0.00	\$0.00
2021-0521-049	Fleet Keyed Alike (Call dealer for available key codes) (Allowed to also order Remote Keyless Entry #55F) (KEY)	2	\$50.00	\$100.00
2021-0521-054	Spot Lamps, LED Bulbs, Dual (Whelen) (51V)	2	\$663.00	\$1,326.00

2021-0521-061 Underbody Deflector Plate (engine and transmission shield) (76D)	2	\$334.00	\$668.00
2021-0521-063 2nd Row Cloth Seat in lieu of Vinyl (Charcoal) (Included with Interior Upgrade Pkg #65U) (88F)	2	\$60.00	\$120.00
2021-0521-099 INFORMATION ONLY: Delayed Warranty Start, customer submits request at www.fordwsd.com	2	\$0.00	\$0.00
2021-0521-200 INFORMATION ONLY: 200-299 Dealer-Installed Options	2	\$0.00	\$0.00
2021-0521-251 Setina - PB5 HD Fender Wraps (PIT Bars) (Must also order a Push Bumper) (DLR) (SET100)	2	\$417.00	\$834.00
2021-0521-254 Setina - PB400 Push Bumper, Steel, includes Mar Pad (DLR) (SET110)	2	\$519.00	\$1,038.00
2021-0521-279 Setina - 12VS Rear Partition, Polycarbonate panel (DLR) (SET400)	2	\$581.00	\$1,162.00
2021-0521-389 Interior Dome Light (Cargo): White LED dome light installed and wired to central controller switch. Light will be installed in cargo area. (DWS-DOME-2) (DW389)	2	\$42.00	\$84.00

Quote Totals

Total Vehicles:	2
Sub Total:	\$89,718.00
8.4 % Sales Tax:	\$7,536.31
Quote Total:	\$97,254.31

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 10/14/2020 **Type of expenditure:** Goods ☒ Services ☐

Department: Police

Approving Supervisor: Kevin Schmitt

Amount of Proposed Expenditure: 191,631.69

Funding Source: SPD SIP Funds

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

This is to supplement 4 SPD Patrol vehicles that were included in SPD's capital plan for 2020. Grant funds were received to pay for 4 vehicles so this request is for 4 additional vehicles under the SIP. Total vehicle purchased using SIP funds remains unchanged from approved capital plan.

What are the impacts if expenses are deferred?

To avoid supplanting, these vehicles must be ordered in 2020.

What alternative resources have been considered?

N/A

Description of the goods or service and any additional information?

SPD was awarded funding through WASPC to purchase 2 patrol vehicles for use by the Behavioral Health Unit. SPD also received JAG funding for 2 patrol vehicles for a total of 4 new vehicles. Four vehicles previously bought with SIP funds were re-allocated to grant funding to meet grant deadlines and now we are re-buying 4 vehicles with SIP funds.

Person Submitting Form/Contact: Kevin Schmitt x4087

FINANCE SIGNATURE:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

Scott Simmons

E2AAB6F5A12B489...



Agenda Sheet for City Council Meeting of:
11/02/2020

<u>Date Rec'd</u>	10/20/2020
<u>Clerk's File #</u>	OPR 2020-0782
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	RE19677

<u>Submitting Dept</u>	FLEET OPERATIONS
<u>Contact Name/Phone</u>	ERIC OLSEN 835-4505
<u>Contact E-Mail</u>	EOLSEN@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5100-PURCHASE OF TWO TAHOES

Agenda Wording

Fleet Services would like to purchase 2 Police Tahoes from Bud Clary Chevrolet in Longview, WA, using WA State Contract #05916. Total purchase amount is \$94,377.38, including tax.

Summary (Background)

The 2 Police Tahoes will replace units that have reached the end of their economic life. We recommend approval for the purchase of 2 Police Tahoes for the Police Department. Funding for this is included in the Police Department budget.

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

Expense	\$ 94,377.38	# 590279115940005640499999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

<u>Dept Head</u>	PAINE, DAVID
<u>Division Director</u>	WALLACE, TONYA
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	10/19/20
<u>Council Sponsor</u>	Breean Beggs

Distribution List

mmartinez

Additional Approvals

<u>Purchasing</u>	PRINCE, THEA
<u>POLICE</u>	LUNDGREN, JUSTIN

Briefing Paper

Finance and Administration Committee

Division & Department:	Finance, Fleet Services
Subject:	Purchase of Police Tahoes
Date:	October 19, 2020
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance and Administration Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase 2 Police Tahoes from Bud Clary Chevrolet in Longview, WA, using WA State Contract #05916. Total purchase amount is \$94,377.38, including tax.	
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Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

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Approving Supervisor: Kevin Schmitt

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Person Submitting Form/Contact: Kevin Schmitt x4087

FINANCE SIGNATURE:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

Scott Simmons

E2AAB6F5A12B489...

Martinez, Micaela

From: NOREPLY@des.wa.gov
Sent: Tuesday, October 6, 2020 1:04 PM
To: Martinez, Micaela
Cc: Steve.Hatfield@des.wa.gov
Subject: Vehicle Quote - 2020-10-73 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2020-10-73 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Bud Clary Chevrolet (W262)

Dealer Contact: Becky Davis

Dealer Phone: (360) 423-1700

Organization Information

Organization: SPOKANE, CITY OF - 23210

Email: mmartinez@spokanecity.org

Quote Notes: Tahoe w/out Console

Vehicle Location: SPOKANE CITY

Color Options & Qty

SATIN STEEL METALLIC G9K - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0501-001	2021 CHEVROLET TAHOE POLICE PURSUIT VEHICLE-(CC10706)2WD 9C1:Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20 steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires,(V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only)	1	\$37,988.00	\$37,988.00
2021-0501-002	2021 CHEVROLET TAHOE POLICE PURSUIT VEHICLE-(CK10706)4WD 9C1:Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires,(V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only)	1	\$4,045.00	\$4,045.00
2021-0501-005	(AMF)Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Requires (9C1) Police Vehicle.)programming included in price through dealer	1	\$200.00	\$200.00

2021-0501-009 (AU7)Key, common, fleet (Includes SEO (6E2) complete vehicle fleet common key or SEO (6E8) complete vehicle fleet common key and (9C1) Police Vehicle.)	1	\$75.00	\$75.00
2021-0501-018 (R9YFleet Free Maintenance Credit. This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR, FRC or FGO. Not available with FDR order types.) *CREDIT*	1	(\$30.00)	(\$30.00)
2021-0501-020 (5Y1)Front center seat (20% seat) delete power driver and passenger bucket seats in base cloth trim. Derived from RPO (AZ3) 40/20/40 split-bench seat with the 20% section removed, which also removes the auxiliary power outlet, USB port and input jack for audio system. Does not include a floor console. All exposed floor area will remain untrimmed. (Requires (BG9) Black rubberized vinyl floor covering. Not available with (A50) front bucket seats or (B30) color-keyed carpeting floor covering.)	1	\$0.00	\$0.00
2021-0501-021 (6C7)Lighting, red and white front auxiliary dome Red and white auxiliary dome lamp is located on headliner between front row seats (red is LED, white is incandescent). The auxiliary lamp is wired independently from standard dome lamp (Requires (9C1) Police Vehicle.)	1	\$170.00	\$170.00
2021-0501-024 (6J3)Wiring, grille lamps and siren speakers (Requires (9C1) Police Vehicle.)	1	\$99.00	\$99.00
2021-0501-025 (6J4)Wiring, horn and siren circuit (Requires (9C1) Police Vehicle.)	1	\$55.00	\$55.00
2021-0501-026 (6J7)Flasher system, headlamp and taillamp, DRL compatible with control wire (Requires (9C1) Police Vehicle. Includes SEO (5J9) taillamp flasher calibration, Red/White and SEO (5LO) taillamp flasher calibration, Red/Red.)	1	\$50.00	\$50.00
2021-0501-035 (UN9)Radio Suppression Package, with ground straps (Requires (9C1) Police Vehicle.)	1	\$95.00	\$95.00
2021-0501-050 All weather mats, front seat floors only (DLR)*** Mats do not are not secured down, note for when using the vinyl flooring	1	\$115.00	\$115.00
2021-0501-059 Mud guards, front and rear(DLR)	1	\$185.00	\$185.00
2021-0501-110 (KSPEAK)100 watt siren speakerNOTE: MUST ORDER SEO 6J3RECOMMENDATION: order SEO 6J4 wiring to enable horn tap functionality	1	\$205.00	\$205.00

Quote Totals

Total Vehicles:	1
Sub Total:	\$43,252.00
8.4 % Sales Tax:	\$3,633.17
Quote Total:	\$46,885.17

Martinez, Micaela

From: NOREPLY@des.wa.gov
Sent: Thursday, October 8, 2020 8:57 AM
To: Martinez, Micaela
Cc: Steve.Hatfield@des.wa.gov
Subject: Vehicle Quote - 2020-10-92 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2020-10-92 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916	Dealer Contact: Becky Davis
Dealer: Bud Clary Chevrolet (W262)	Dealer Phone: (360) 423-1700

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: mmartinez@spokanecity.org
Quote Notes: Tahoe with Console
Vehicle Location: SPOKANE CITY

Color Options & Qty

BLACK GBA - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0501-001	2021 CHEVROLET TAHOE POLICE PURSUIT VEHICLE-(CC10706)2WD 9C1:Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20 steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires,(V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only)	1	\$37,988.00	\$37,988.00
2021-0501-002	2021 CHEVROLET TAHOE POLICE PURSUIT VEHICLE-(CK10706)4WD 9C1:Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) P275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires,(V53) delete luggage rack side rails, (ATD) third row seat delete, (NP0) active single-speed transfer case (4WD only)	1	\$4,045.00	\$4,045.00
2021-0501-004	(A50)Seats, front bucket (When ordered with (9C1) Police Vehicle, includes (PQA) 1FL Safety Package. Includes (D07) floor console.)	1	\$745.00	\$745.00

2021-0501-005 (AMF)Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Requires (9C1) Police Vehicle.)programming included in price through dealer	1	\$200.00	\$200.00
2021-0501-009 (AU7)Key, common, fleet (Includes SEO (6E2) complete vehicle fleet common key or SEO (6E8) complete vehicle fleet common key and (9C1) Police Vehicle.)	1	\$75.00	\$75.00
2021-0501-014 (USR)USB data ports, 2, one type-A and one type-C, located within center console (Included and only available with (A50) front bucket seats.)	1	\$0.00	\$0.00
2021-0501-018 (R9YFleet Free Maintenance Credit. This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR, FRC or FGO. Not available with FDR order types.) *CREDIT*	1	(\$30.00)	(\$30.00)
2021-0501-021 (6C7)Lighting, red and white front auxiliary dome Red and white auxiliary dome lamp is located on headliner between front row seats (red is LED, white is incandescent). The auxiliary lamp is wired independently from standard dome lamp (Requires (9C1) Police Vehicle.)	1	\$170.00	\$170.00
2021-0501-024 (6J3)Wiring, grille lamps and siren speakers (Requires (9C1) Police Vehicle.)	1	\$99.00	\$99.00
2021-0501-025 (6J4)Wiring, horn and siren circuit (Requires (9C1) Police Vehicle.)	1	\$55.00	\$55.00
2021-0501-026 (6J7)Flasher system, headlamp and taillamp, DRL compatible with control wire (Requires (9C1) Police Vehicle. Includes SEO (5J9) taillamp flasher calibration, Red/White and SEO (5LO) taillamp flasher calibration, Red/Red.)	1	\$50.00	\$50.00
2021-0501-035 (UN9)Radio Suppression Package, with ground straps (Requires (9C1) Police Vehicle.)	1	\$95.00	\$95.00
2021-0501-050 All weather mats, front seat floors only (DLR)*** Mats do not are not secured down, note for when using the vinyl flooring	1	\$115.00	\$115.00
2021-0501-110 (KSPEAK)100 watt siren speakerNOTE: MUST ORDER SEO 6J3RECOMMENDATION: order SEO 6J4 wiring to enable horn tap functionality	1	\$205.00	\$205.00

Quote Totals

Total Vehicles:	1
Sub Total:	\$43,812.00
8.4 % Sales Tax:	\$3,680.21
Quote Total:	\$47,492.21

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

11/02/2020

Date Rec'd

10/20/2020

Clerk's File #

OPR 2020-0783

Renews #**Submitting Dept**

FLEET OPERATIONS

Cross Ref #**Contact Name/Phone**

RAYLENE GENNETT 625-7901

Project #**Contact E-Mail**

RGENNETT@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Purchase w/o Contract

Requisition #

RE19471

Agenda Item Name

5100-PURCHASE OF COMBO SEWER CLEANER BODY

Agenda Wording

Wastewater would like to purchase a Combination Cleaner. The body will be purchased from Owen Equipment, using WA State CONTRACT 122017-FSC. Total purchase amount is \$353,390.17, including tax.

Summary (Background)

The combination cleaner body will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of a combination cleaner body for the Wastewater Department. Funding for this is included in the Wastewater Department budget.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 353,390.17

4330433549400056401

Select \$

#

Select \$

#

Select \$

#

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

PAINE, DAVID

Study Session\Other

10/26/20

Division Director

WALLACE, TONYA

Council Sponsor

Breean Beggs

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

mmartinez

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

PRINCE, THEA

**WASTEWATER
MANAGEMENT**

GENNETT, RAYLENE

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Fianance, Fleet Services
Subject:	Purchase of Combination Cleaner Body
Date:	October 26, 2020
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase a Combination Cleaner. The body will be purchased from Owen Equipment, using WA State CONTRACT 122017-FSC. Total purchase amount is \$353,390.17, including tax.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The combination cleaner body will replace a unit that has reached the end of its economic life. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the purchase of a combination cleaner body for the Wastewater Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is included in the Wastewater Department budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

VACTOR 2100i SEWER CLEANER
SOURCEWELL CONTRACT 122017-FSC

CUSTOMER:		City of Spokane		
Contact Name		Micaela Martinez		
Address		915 N. Nelson Street		
City/State/Zip		Spokane, WA 99202		
Phone# / Fax #		(509) 625-7823	BMI: 2020-37372	
Sales Representative		Randy Wheelhouse	Date:	10/1/2020
Qty	OPT #	DESCRIPTION	As of 2020	Ext
1	2110P-18	2100i PD, 18" Vacuum, 10 Yard Combo	\$ 234,701.00	\$ 234,701.00
	<i>General Specifications (See Bid Specs for More Detail)</i>			
	010PSTD	48"W or 40" Wx 22"H x 24"D Curbside Toolbox		
	011PSTD	Aluminum Fenders		
	012PSTD	Mud Flaps		
	014PSTD	Electric/Hydraulic Four Way Boom		
	016PSTD	Color Coded Sealed Electrical System		
	018PSTD	Remote Pendant Control with 35' Cord		
	019PASTD	Intuitouch Electronic Package		
	019PSTD	Vansco Electronic Package		
	020PSTD	Double Acting Hoist Cylinder		
	025PASTD	Handgun Assembly w/ 35' x 1/2" Hose with Quick Disconnects		
	026PSTD	Ex-Ten Steel Cylindrical Debris Tank		
	030PSTD	Flexible Hose Guide		
	032PSTD	3 Nozzles with Carbide Inserts		
	045PSTD	Suction Tube Storage (4 Pipe)		
	046PSTD	1" Nozzle Pipe		
	048PSTD	10' Leader Hose		
	1001PSTD	Flat Rear Door with Hydraulic Locks		
	1005PSTD	Dual Stainless Steel Float Shutoff System		
	1016PSTD	SS Microstrainer Prior to Blower		
	1024PSTD	Debris Body Vacuum Relief System		
	1031PSTD	Debris Deflector Plate		
	1033PSTD	60" Dump Height		
	2001PSTD	Low Water Indicator on Screen w/ Alarm and Flow Indicator		
	2011PSTD	3" Y-Strainer at Fill, 25' Fill Hose		
	2022PSTD	Additional Water Tank Gauge		
	2023PSTD	Liquid Float Level Indicator		
	3019PSTD	Digital Water Pressure Gauge		
	4000PSTD	180 Degree Non-Extending Boom		
	4006PSTD	Front Joystick Boom Control		
	4010PSTD	Boom Hose Storage, Post for 5x5 Boom		
	4022PSTD	Telescopic Boom Elbow		
	5001PSTD	60GPM/2000PSI Variable Flow Water System		
	5010PSTD	Rodder System Accumulator - Jackhammer On/Off Control		
	5011PSTD	3" Y-Strainer at Pump		
	5012PSTD	Performance Package		

VACTOR 2100i SEWER CLEANER
SOURCEWELL CONTRACT 122017-FSC

	5015 PSTD	Midship Handgun Coupling		
	5019PSTD	Chassis Engine Cooling Package		
	5022PSTD	Side Mounted Water Pump		
	6000PBSD	400'x1" Sewer Hose 2500 or 3000 PSI, Pirahna		
	6004PSTD	Hose Wind Guide (Dual Roller), Manual		
	6005PSTD	Digital Hose Footage Counter		
	6007PSTD	Hose Reel Manual Hyd Extend/Retract		
	6009PSTD	Hose Reel Chain Cover		
	6020PSTD	Hydraulic Extending 15", Rotating Hose Reel, 800' Capacity		
	6017PSTD	Hydraulic Tank Shutoff Valves		
	7001PSTD	Tachometer/Chassis Engine w/Hourmeter		
	7003PSTD	Water Pump Hour Meter		
	7004PSTD	PTO Hour Meter		
	7006PSTD	Tachometer and Hourmeter for Centrifugal Compressor		
	7007PSTD	Tachometer and Hourmeter for Blower		
	8000PSTD	Circuit Breakers		
	8025PSTD	LED Lights, Clearance, Back-Up, Stop, Tail, Turn		
	9002PSTD	Tow Hooks, Front/Rear		
	9003PSTD	Electronic Back-Up Alarm		
	9021PSTD	Camera System, Rear Only		
	S390ASTD	8" Vacuum Pipe Package		
	S390BSTD	7" Vacuum Package		
	S560STD	Emergency Flare Kit		
	S590STD	Fire Extinguisher 5LB		
	P110STD	Module Paint, DuPont Imron Elite, Wet on Wet		
		Body is White		
		VACTOR OPTIONS TO ADD/DEDUCT		
1	2018P	Additional Water, 1500 Gallons Total (10 Yard)	\$ 3,988.00	\$ 3,988.00
1	5002PA	80GPM/2500PSI Rodder Pump		\$ -
1	1003P	Debris Body Washout	\$ 1,500.00	\$ 1,500.00
1	1003PB	Rear Door Valve Flushout	\$ 411.00	\$ 411.00
1	1008P	6" Rear Door Knife Valve w/Camloc, 3:00	\$ 1,198.00	\$ 1,198.00
1	1009PD	Full Rear Swinging Screen	\$ 765.00	\$ 765.00
1	1014P	Centrifugal Separators (Cyclones)	\$ 5,243.00	\$ 5,243.00
1	1015P	Folding Pipe Rack, Curbside	\$ 1,040.00	\$ 1,040.00
1	1015PA	Folding Pipe Rack, Streetside	\$ 1,040.00	\$ 1,040.00
1	1022P	Rear Door Splash Shield	\$ 1,527.00	\$ 1,527.00
1	1023P	Lube Manifold	\$ 2,267.00	\$ 2,267.00
1	1023PA	Plastic Lube Chart	\$ 60.00	\$ 60.00
1	2006P	Air Purge	\$ 1,285.00	\$ 1,285.00
1	3015PA	Hot Shift Blower Drive (Automatic Transmission)	\$ 1,451.00	\$ 1,451.00
1	3020P	Digital Water Level Indicator	\$ 668.00	\$ 668.00
1	3021P	Debris Body Level Indicator	\$ 895.00	\$ 895.00
1	4014P	180 Degree, 5x5 Extendable/Telescopic Boom	\$ 17,147.00	\$ 17,147.00
1	4011PB	Bellypack Wireless Controls	\$ 3,089.00	\$ 3,089.00
1	4013PA	Rotatable Boom Inlet Hose, 5x5 Boom	\$ 562.00	\$ 562.00

Vactor 2100i

VACTOR 2100i SEWER CLEANER
SOURCEWELL CONTRACT 122017-FSC

1	5008PB	Cold Water Recirculator, PTO Driven, 256PM	\$ 1,704.00	\$ 1,704.00
1	6003PC	800' x 1" Pirahna Sewer Hose 2500PSI ILO Standard	\$ 1,740.00	\$ 1,740.00
1	6004PB	Hose Wind Guide (Dual Roller), Auto, Indexing w/ Pinch	\$ 5,053.00	\$ 5,053.00
1	6006P	Rodder Hose Guard, Lexan	\$ 1,110.00	\$ 1,110.00
1	6014P	High Pressured Hose Reel / Mounted above curbside tool box	\$ 1,450.00	\$ 1,450.00
1	6019P	Rodder Pump Drain Valves	\$ 485.00	\$ 485.00
1	6026P	Washington State DOT Legal Front Hose Reel		\$ -
1	8002P	Hand Light w/ Bumper Plug	\$ 363.00	\$ 363.00
1	8012P	Additional Handlight Connector, Rear	\$ 141.00	\$ 141.00
1	8020PL	14 Light Package, 14 Federal Signal Strobe Lights, LED	\$ 3,197.00	\$ 3,197.00
1	8028P	Worklights (2), LED, 5x5 Boom	\$ 781.00	\$ 781.00
1	8029PB	Worklight, LED, Hose Reel Manhole	\$ 638.00	\$ 638.00
1	8029PC	Worklight, LED, Curb Side	\$ 319.00	\$ 319.00
1	8030P	Hose Reel Wrapped for Delivery		\$ -
1	9023P	Safety Cone Storage Rack - Drop-In Style / DS Front Bumper	\$ 161.00	\$ 161.00
2	9023PB	Additional Safety Cone Storage Rack - Drop-In Style / Rear Bumper	\$ 161.00	\$ 322.00
1	9070PA	Toolbox, Front Bumper Mounted (2), LED Markers	\$ 1,938.00	\$ 1,938.00
1	9070PB	Long Handle Tool Storage / Curbside access	\$ 342.00	\$ 342.00
1	9071PE	Toolbox, BOC, 16x30x96	\$ 3,090.00	\$ 3,090.00
1	9072B	Toolbox, Driver Side Frame, 24x24x24	\$ 1,564.00	\$ 1,564.00
1	9074PA	Toolbox, Driver Side Subframe, 18x24x24	\$ 1,294.00	\$ 1,294.00
	VDS-153	Pre-Delivery Inspection/Operator Training	\$ 1,000.00	\$ -
		TOTAL ADDITIONS		\$ 69,828.00
		ITEMS NOT COVERED UNDER CONTRACT		
1	25637C-30	(1) 8" x 3' Aluminum Vacuum Tube	\$ 165.00	\$ 165.00
2	25637-30	(2) 8" x 5' Aluminum Vacuum Tube	\$ 195.00	\$ 390.00
1	25268-30	(1) 8" x 6'-6" Aluminum Catch Basin Nozzle Assembly	\$ 205.00	\$ 205.00
1	R13041	Hose Reel Foot Pedal Control	\$ 3,300.00	\$ 3,300.00
1	Chassis-Mod	Chassis Modifications Charges	\$ 758.00	\$ 758.00
1	sys 382306	WSDOT Arrowboard 30" x 60" / Dealer Install	\$ 5,743.00	\$ 5,743.00
1	VDS-153	Freight Charges to Spokane, WA	\$ 5,300.00	\$ 5,300.00
				\$ -
				\$ -
		TOTAL NON-CONTRACT ADDITIONS		\$ 15,861.00
		Build Price		\$ 320,390.00

Sales Tax 10.3% \$ 33,000.17

Total \$ 353,390.17

VACTOR 2100i SEWER CLEANER
SOURCEWELL CONTRACT 122017-FSC



Expenditure Control Form

All Expenditures \$100,000 or more

Today's Date: 6/4/2020	Type of expenditure: Goods
Department: Wastewater Maintenance	
Approving Supervisor: Mike Lowdon	
Amount of proposed Expenditure: 1,842,000	
Funding Source: Wastewater 2020 budget	
Please verify correct funding sources. Please indicate breakdown if more than one funding source.	
Why is this expenditure necessary now?	
Replacement of aging vehicles per the 6 year capital plan!	
What are the impacts if expenses are deferred?	
Increased maintenance costs and down time!	
What alternatives resources have been considered?	
none	
Description of the goods or service and any additional information.	
Equipment includes 1 mechanical rodder, 1 service truck, 1 tank truck, 1 medium excavator, 1 mini excavator, 1 combo sewer cleaner, 1 F150 pickup	
Person Submitting Form/Contact: Mike Lowdon	
CITY ADMINISTRATOR APPROVAL:	BUDGET APPROVAL:
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

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6/15/2020

DocuSigned by:

 CBC812B631244E9...

6/15/2020

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

11/02/2020

Date Rec'd

10/20/2020

Clerk's File #

OPR 2020-0784

Renews #**Submitting Dept**

FLEET OPERATIONS

Cross Ref #**Contact Name/Phone**

RAYLENE GENNETT 625-7901

Project #**Contact E-Mail**

RGENNETT@GMAIL.COM

Bid #**Agenda Item Type**

Purchase w/o Contract

Requisition #

RE19471

Agenda Item Name

5100-PURCHASE OF COMBO SEWER CLEANER CHASSIS

Agenda Wording

Wastewater would like to purchase a Combination Cleaner. The chassis will be purchased from Kenworth Sales in Spokane, WA, using WA State CONTRACT 122017-FSC. Total purchase amount is \$163,674.00, including tax.

Summary (Background)

The combination cleaner chassis will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of a combination cleaner chassis for the Wastewater Department. Funding for this is included in the Wastewater Department budget.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 163,674

433043354940005640199999

Select \$

#

Select \$

#

Select \$

#

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

PAINE, DAVID

Study Session\Other

10/26/20

Division Director

WALLACE, TONYA

Council Sponsor

Breean Beggs

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

mmartinez

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

PRINCE, THEA

**WASTEWATER
MANAGEMENT**

GENNETT, RAYLENE

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Fianance, Fleet Services
Subject:	Purchase of Combination Cleaner Chassis
Date:	October 26, 2020
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase a Combination Cleaner. The chassis will be purchased from Kenworth Sales in Spokane, WA, using WA State CONTRACT 122017-FSC. Total purchase amount is \$163,674.00, including tax.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The combination cleaner chassis will replace a unit that has reached the end of its economic life. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the purchase of a combination cleaner chassis for the Wastewater Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is included in the Wastewater Department budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



KENWORTH SALES COMPANY - SPOKANE (T056)
6420 EAST BROADWAY
SPOKANE, Washington 99212

CITY OF SPOKANE FLEET SERVICES
915 N NELSON ST
SPOKANE, Washington 99202
United States of America

Shane Petersen
Cell Phone:
Office Phone: 509-534-2643
Email: spetersen@kwsco.com

MICAELA MARTINEZ
Cell Phone: 5099810500
Office Phone: 5099820500
Email: mmartinez@cityofspokane.org

Customer Quote

Equipment

Quantity:	1
Truck Price:	\$255,260
Dealer Options:	\$1,200
Extended Warranty:	\$0
Equipment Price:	\$187,540
Surcharges Not Subject to Discount:	\$0
Options Not Subject to Discount:	\$0
Factory Freight Cost:	\$2,475
Total Equipment Price:	<u>\$190,015</u>

NET Sale Price: **\$137,509**

Miscellaneous

FET Tire Credit:	\$0
Net Chassis FET:	\$0
State Tax:	\$12,513
Body/Trailer/Accessories FET:	\$0
Fees:	\$0
Other:	\$0

Quotation Total: **\$150,022**

This quotation worksheet is provided to aid dealers in their pricing efforts. Since PACCAR Inc and its truck divisions have no control over data input and various transactional circumstances that may affect the FET calculation, it is not to be considered tax advice. The dealer should consult his own tax advisor for the proper calculation of any taxes under the variety of circumstances, which may occur.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed.

Price Level: January 1, 2020

Date: August 11, 2020

Deal: CITY OF SPOKANE FLEET

Quote Number: QUO-592679-P9F5Y8

Printed On: 8/11/2020 3:30:02 PM



Expenditure Control Form

All Expenditures \$100,000 or more

Today's Date: 6/4/2020	Type of expenditure: Goods
Department: Wastewater Maintenance	
Approving Supervisor: Mike Lowdon	
Amount of proposed Expenditure: 1,842,000	
Funding Source: Wastewater 2020 budget	
Please verify correct funding sources. Please indicate breakdown if more than one funding source.	
Why is this expenditure necessary now?	
Replacement of aging vehicles per the 6 year capital plan!	
What are the impacts if expenses are deferred?	
Increased maintenance costs and down time!	
What alternatives resources have been considered?	
none	
Description of the goods or service and any additional information.	
Equipment includes 1 mechanical rodder, 1 service truck, 1 tank truck, 1 medium excavator, 1 mini excavator, 1 combo sewer cleaner, 1 F150 pickup	
Person Submitting Form/Contact: Mike Lowdon	
CITY ADMINISTRATOR APPROVAL:	BUDGET APPROVAL:
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

DocuSigned by:

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6/15/2020

DocuSigned by:

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6/15/2020



Agenda Sheet for City Council Meeting of:
11/02/2020

Date Rec'd	10/20/2020
Clerk's File #	OPR 2020-0785
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	RE19443

Submitting Dept	FLEET OPERATIONS
Contact Name/Phone	RAYLENE GENNETT 625-7901
Contact E-Mail	RGENNETT@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100-PURCHASE OF MECHANICAL RODDER

Agenda Wording

Wastewater would like to purchase a mechanical rodder from Kenworth Sales in Spokane, WA, using WA State Contract # 122017-SCA. Total purchase amount is \$329,259.44, including tax.

Summary (Background)

The mechanical rodder will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of a mechanical rodder for the Wastewater Department. Funding for this is included in the Wastewater Department budget.

<u>Fiscal Impact</u>	Grant related? NO Public Works? NO	<u>Budget Account</u>	
Expense	\$ 329,259.44	#	4310431009435056401
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	PAINE, DAVID	<u>Study Session\Other</u>	10/26/2020
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u>	Breean Beggs
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mmartinez	
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			
<u>WASTEWATER MANAGEMENT</u>	GENNETT, RAYLENE		

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Fianance, Fleet Services
Subject:	Purchase of Mechanical Rodder
Date:	October 26, 2020
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase a mechanical rodder from Kenworth Sales in Spokane, WA, using WA State Contract # 122017-SCA. Total purchase amount is \$329,259.44, including tax.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The mechanical rodder will replace a unit that has reached the end of its economic life. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the purchase of a mechanical rodder for the Wastewater Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is included in the Wastewater Department budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Completed Truck



KENWORTH SALES COMPANY - SPOKANE (T056)
6420 EAST BROADWAY
SPOKANE, Washington 99212

CITY OF SPOKANE FLEET SERVICES
915 N NELSON ST
SPOKANE, Washington 99202
United States of America

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MICAELA MARTINEZ
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Customer Quote

Equipment

Quantity:	1
Truck Price:	\$156,676
Dealer Options:	\$206,811
Extended Warranty:	\$0
Equipment Price:	\$335,285
Surcharges Not Subject to Discount:	\$0
Options Not Subject to Discount:	\$0
Factory Freight Cost:	\$2,475

Total Equipment Price: \$337,760

NET Sale Price: **\$301,796**

Miscellaneous

FET Tire Credit:	\$0
Net Chassis FET:	\$0
State Tax:	\$0
Body/Trailer/Accessories FET:	\$0
Fees:	\$0
Other:	\$4,054

Quotation Total: **\$301,796**

This quotation worksheet is provided to aid dealers in their pricing efforts. Since PACCAR Inc and its truck divisions have no control over data input and various transactional circumstances that may affect the FET calculation, it is not to be considered tax advice. The dealer should consult his own tax advisor for the proper calculation of any taxes under the variety of circumstances, which may occur.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed.

Price Level: January 1, 2019

Date: July 27, 2020

Deal: SWS EQUIPMENT

Quote Number: QUO-592335-B2N8F4

Printed On: 7/28/2020 8:55:03 AM



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6420 EAST BROADWAY
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CITY OF SPOKANE FLEET SERVICES
915 N NELSON ST
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Vehicle Summary

Unit		Chassis	
Model:	T400 Series Conventional.	Fr Axle Load (lbs):	12000
Type:	FULL TRUCK	Rr Axle Load (lbs):	20000
Description 1:	SWS EQUIPMENT	G.C.W. (lbs):	32000
Description 2:	Clone of Chassis 401443 T400 Series Conventional.		
Application		Road Conditions:	
Intended Serv.:	Utility vehicle. Used to service utilit	Class A (Highway)	90
Commodity:	Water.	Class B (Hwy/Mtn)	10
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	6
Type:	Vacuum tank.	Wheelbase (in):	169
Length (ft):	14	Overhang (in):	100
Height (ft):	13.5	Fr Axle to BOC (in):	73.4
Max Laden Weight (lbs):	4000		
Trailer		Cab to Axle (in):	95.6
No. of Trailer Axles:	0	Cab to EOF (in):	195.6
Type:		Overall Comb. Length (in):	319
Length (ft):	0		
Height (ft):	0	Special Req.	
Kingpin Inset (in):	0	U.S. Domestic registry, 50-state.	
Corner Radius (in):	0		
Restrictions			
Length (ft):	120		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/Opt	Description	\$ List	Weight
Model				
0000410	S	T400 Series Conventional.	121,638	11,518
0070069	S	T440 4x2 Medium Duty	0	0
0072001	O	Chassis operation will include stationary application used in lower 48 states [US only]. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	0	0
0080050	O	CARB Idle Emissions Reduction Feature for PX-7 and PX-9	100	0
0090061	S	T440 4x2 Medium Duty	0	0
Engine & Equipment				
0129532	O	PACCAR PX-9 330 2017 330@2000 320@2200 1000@1400 Includes turbo exhaust brake, no code is used. Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing. N09260 P14 64....Max Vehicle Speed in Top Gea N09440 P11 NO....Engine Protection Shtdwn N09460 P06 NO....Gear Down Protection N09300 P19 64....Max Cruise Control Speed N09720 P230 YES...Enable Hot Ambient Automatic N09500 P02 NO....Cruise Control Auto Resume N09520 P04 NO....Auto Engine Brake in Cruise N09480 P26 1400..Max PTO Speed N09580 P32 5.....Idle Shtdwn Time N09680 P33 NO....Idle Shtdwn Override N09560 P520 YES...Enable Idle Shutdown Park Br N09600 P233 YES...Enable Impending Shutdown Wa N09780 P47 80....High Ambient Temperature Thr N09740 P46 40....Low Ambient Temperature Thre N09200 N205 68....Standard Maximum Speed Limit N09620 P234 60....Timer For Impending Shutdown N09360 N203 252...Reserve Speed Function Reset N09640 P516 35....Engine Load Threshold N09400 N206 10....Maximum Active Distance (N20 N09420 N201 0.....Reserve Speed Limit Offset (N09760 P56 60....Intermediate Ambient Tempera N09380 N202 0.....Maximum Cycle Distance (N202 N09220 N207 0.....Expiration Distance (N207) N09540 N209 0.....Expiration Distance (N209)	1,833	0
1000151	S	PremierSpec	0	0
1000684	O	Effective VSL Setting NA	0	0
1000857	S	Engine Idle Shutdown Timer Enabled	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
1000859	O	Enable EIST Ambient Temp Override	0	0
1000860	O	Enable EIST in PTO Mode Use only with MX and Cummins engines	0	0
1000891	O	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0	0
1002060	S	Air compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.	0	0
1051092	S	Engine mount Powercore air cleaner. w/constant torque SS clamps, pop-up air restriction indicator. Pop-up indicator is standard.	0	0
1105230	O	Fan Hub: Horton 2-Speed for ISL9, ISL-G, PX-8 or PX-9	378	0
1122505	S	Cooling module: 1300 square inches. Includes aluminum radiator core, aluminum charge air cooler, translucent surge tank and washer bottle, silicone hoses, and extended life coolant. Drain valve is not available w/Allison transmissions.	0	0
1160205	O	Bug screen: Front of grille on C500 ,T800, T880, and W900. Behind grille on T680 and T300 (Medium Duty).	229	2
1247166	O	Exhaust: 2017 EPA RH Under DPF/SCR w/ RH side of cab vertical tailpipe w/ daycabs, extended daycabs, or modular sleepers.	0	0
1290136	S	Tailpipe: 5 in. single 36 in. 45 degree curved.	0	0
1321145	O	Fuel Filter:Fleetguard FS1003 Fuel/Water Separator for PX-9	0	0
1321200	O	Run Aid:None *For Fuel Filter	0	0
1321300	O	Start Aid:None *For Fuel Filter	0	0
1500029	S	Kenworth Fuel Cooler Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	0	0
1504002	O	Immersion block heater 120V 1000W w/plug under door on C500, T660, T800 & W900.	120	0
1700149	O	Retarder Jacobs for PX-8/9 ISL w/ 3-way switch.. Replaces the standard turbo brake for PX-8 engines.	2,347	57
1812451	O	Alternator: Delco 40SI 320 amp Brushless with battery voltage sense	1,212	14
1821210	O	Batteries: 3 PACCAR GP31 threaded post (700-730) 2100-2190 CCA dual purpose.	195	57
1836100	U	PACCAR 12V STARTER	0	0
1836106	S	Mitsubishi 105P55 12V Starter with Cummins and PX PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.	0	0

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Sales Code	Std/Opt	Description	\$ List	Weight
1840061	O	Low voltage disconnect day cab or w/sleeper except 72 in., 75 in., & 86 in.	124	0
1900082	O	Multi-function engine connector for body builder interface for Cummins.	57	0
1900086	O	Connection between PTO switch & engine requires code 1900082 or 1900084. T680/T880: This feature is standard, no code required.	62	0

Transmission & Clutch

2011228	O	Transmission: Allison 3500RDS 5-speed w/PTO drive gear. Limited to 860 lb.-ft. 5th Gen controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	14,877	291
2406452	O	Driveline: 2 SPL170XL 1 centerbearing requires 3500057 interaxle driveline.	290	46
2410018	O	Torque converter included w/Allison Transmission.	0	0
2410151	O	Pushbutton control center console mounted. Class 8 with Allison Transmission.	0	0
2410204	O	Delete Allison Fuel Sense	0	0
2429100	O	Chassis will be fitted with LH transmission PTO. (Prevents ECU From Interfering With PTO Only)	0	0

Front Axle & Equipment

2512042	S	Meritor MFS12E PLUS 12.5K 3.5in. drop standard track	0	0
2621310	O	Front Brakes: 14.6K Bendix ES s-cam 16.5x5 in.	-311	-62
2690002	O	Front Brake Drums: 14.6K 16.5x5 in. cast.	-169	78
2690029	O	Drum Brake Knuckle for use on Meritor MFS PLUS Steer Axle	0	20
2701300	O	Front Hub: aluminum hub pilot 13,200 lbs. 10-Bolt, 11-1/4 in. bolt circle .	-23	0
2741970	S	ConMet PreSet Plus Hub package; front axle.	0	0
2750001	S	Hubcap: front vented.	0	0
2765001	O	Front Auto Slack Adjuster.	0	0
2863012	S	Front Springs: Taperleaf 12K w/ shock absorbers w/ maintenance-free elastomer spring pin bushings. Standard with rubber pins except for C500 which has threaded pins. Not available on W900L.	0	0
2895121	S	Single power steering gear: 13.2K Sheppard M100P.	0	0

Rear Axle & Equipment

Sales Code	Std/ Opt	Description	\$ List	Weight
3031180	O	Single Dana Spicer S21-172 single reduction rear axle. Single rear axle rated at 20K.	0	0
3200456	O	Rear Axle Ratio - 4.56.	0	0
3330004	S	Single Rear Brakes 16-1/2x7 in. Bendix ES- extended service S-cam.	0	0
3392007	S	Single Rear Brake Drums: cast.	0	0
3401010	S	Single Rear Hubs: Aluminum hub pilot 23K; 11-1/4 in. bolt circle.	0	0
3441971	S	ConMet PreSet Plus Hub package; single rear axle.	0	0
3465001	S	Single Rear axle automatic slack adjusters.	0	0
3485007	S	Spring Brake: 3030 long stroke single 3 in. travel. Helps keep brakes in adjustment longer.	4	2
3485009	U	Spring Brake: 3030 high output single.	0	0
3495226	S	Bendix 4S/4M anti-lock brake system.	0	0
3531001	O	Wheel Differential Lock for Dana Spicer Axles S21-170/172, S21-190, S23-170/172, S23-190, S26-190 & S30-190; adds D to the end of the axle part number.	1,211	28
3626478	S	Rear suspension: single Reyco 79KB taperleaf 21K. Unladen Height: 11.0 in. Laden Height: 9.4 in. Not available with shocks or swaybars.	0	0
Tires & Wheels				
4038820	O	Front tires: 2 Goodyear G751 MSA DuraSeaL 11R22.5 16PR. 42.0in. diameter. Steer/all position on/off highway tire. 19.6 SLR.	406	59
4238004	O	Rear Tires: Goodyear Armor Max Pro Grade MSD DuraSeal 11R22.5 16PR	766	140
4900004	O	Rear Tire Quantity: 4	0	0
5042285	O	Front Wheel: Accuride 50344 22.5x8.25 steel Steel Armor(TM) powder coat, hub-pilot mount.heavy-duty 5 hand-hole hub pilot mount.	85	20
5242285	O	Rear Wheel: Accuride 50344 22.5x8.25 steel Steel Armor(TM) powder coat, hub-pilot mount. Heavy-duty 5 hand-hole hub pilot mount. Code is priced per pair of wheels.	170	40
5853906	O	Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0	0
5900004	O	Rear Wheel/Rim Quantity: 4	0	0
Frame & Equipment				
6054400	O	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 285 in. to 336 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80, RBM is 1,776,000 in-lbs per rail. Frame rail	206	108

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Sales Code	Std/ Opt	Description	\$ List	Weight
		availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.		
6302460	S	Bumper: Tapered painted steel channel. Requires a bumper setting code.	0	0
6319050	S	50 in. Bumper setting. Requires a bumper code.	0	0
6321005	O	Removable Front Tow Hooks: 2.	266	15
6390103	S	Front mudflaps.	0	0
6390304	S	Brackets, Front Drive: Aluminum up to 15,999 lbs.	0	0
6391201	O	Custom Frame Layout: one chassis CFL A/D: LOCATE INSIDE RH RAIL BOC	1,380	0
6400636	O	Battery box cantilever aluminum BOC with fiberglass cover.	109	8
6409901	S	Battery box location: LH Side.	0	0
6451090	S	T470,C5, T6, T8 non-polished DPF/SCR or CNG cover diamond plate w/ step. For use w/ 2010 or later exhaust systems. For T8, use extended length non-polished battery box on opposite rail to match the length of under cab components. End plates will be painted standard black frame color.	0	0
6721102	S	Rear mudflap arms: Betts B-25 standard-duty, straight. Includes B1732 mounting brackets as standard.	0	0
6722000	S	Rear mudflap shields: White plastic antisail w/ Kenworth logo.	0	0
6742009	S	Square end-of-frame w/o crossmember; non-towing.	0	0
Fuel Tanks & Equip				
7010075	O	Fuel Tank: 75 US gallon 22in. aluminum under replace. Class 8 fuel tank includes an anti-siphon device on the filler neck.	174	8
7722005	O	DEF tank 6.9 clear BOC [CBOC], requires LH under cab fuel tank. This tank has 6.9 gallons of usable volume. The tank will be located inboard of the LH under cab fuel tank. There is no frame space required to locate this tank. Not for use on sleeper chassis. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	91	-23
7889203	S	DEF to fuel fill ratio 2:1 or greater.	0	0
7889604	S	DEF tank location is LH.	0	0
7920075	O	Location: 75 gal fuel tank LH under cab	0	0

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Cab & Equipment				
8049001	O	Cab: Extended Day Cab w/ Curved Glass. Includes aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinge & pins. C500B: 129 in. BBC. 80 in. FA to BOC. T660B: 128 in. BBC. 80 in. FA to BOC. T800B: 127 in. BBC. 80 in. FA to BOC. W900B: 126 in. BBC. 96 in. FA to BOC. W900L: 136in. BBC. 106 in. FA to BOC. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection, short and open check diagnostics, and programmable daytime running lights. Warning alarm will sound when lights are left on.	3,978	174
8090450	S	Hood: Sloped Aerodynamic T440 Hood. Includes hood and mounted grille, split fenders w/ mudflaps, & separate bumper.	0	0
8108010	S	Cab heater: W/integral defrosters & A/C 45,000 btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.	0	0
8201013	S	Steering wheel: 18 in. 4-spoke.	0	0
8201200	S	Adjustable telescoping tilt steering column.	372	10
8203060	O	5 sets of keys. Replaces standard 2 sets of keys.	29	0
8205118	O	Information for customer-installed PTO Chelsea 277. 10-bolt. Available only with Allison 3000/4000 series transmissions.	49	0
8205123	O	Switch & Wiring for Customer-Installed PTO. Electric over hydraulic PTO. Includes switch guard. Wiring is routed to LH frame for connection to the customer installed PTO. No air controls are provided with this code.	271	0
8208498	O	Five spare switches: Wired to power. <i>SPARE SWITCHES</i>	165	0
8220106	O	Gauge: Dash mounted air filter restriction gauge.	132	0
8222712	O	Gauge: Fuel filter restriction gauge.	132	0
8225626	O	Gauge: Axle oil temperature gauge. Single drive axle or forward rear axle w/integral warning light.	186	0
8282004	S	KW Driver Information Center: Includes fuel economy, RPM display, trip information, truck information, diagnostics, gear display, alarm clock.	0	0
8282009	S	Instrument package: Includes speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.	0	0

Sales Code	Std/ Opt	Description	\$ List	Weight
8282107	S	Large flat panel on dash For customer-installed controls. Reduces gauge count by 6.	0	0
8331140	S	Cab Interior: Summit. T440/T470 Only. Includes smooth upholstered side & back panels w/stitched accent lines, upholstered door pads, full vinyl headliner, black dash panels & black rubber floor mats.	0	0
8343304	S	Interior color: Slate Gray w/trim Dark Slate Gray	0	0
8410491	O	Driver seat: Kenworth Air cushion Plus HB Mordura Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted and includes a map pocket. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	151	0
8480491	O	Rider seat: Kenworth Air cushion Plus HB Mordura. Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	478	17
8490110	S	Seat color: Dark Slate Gray.	0	0
8601432	O	Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth	444	0
8699514	O	Speakers: Four 4 in. x 6 in. high performance. Adds 2 speakers to the Panasonic standard 2. Located in cab header & rear cab corners.	101	0
8700108	O	Under dash center console: Includes one cupholder & two 12V outlets. For use w/Autoshift, Ultrashift, & Allison Gen IV only.	26	0
8700168	S	Non-self cancelling turn signal: W/column-mounted headlight dimmer switch & intermittent wiper control.	0	0
8700186	S	Electric LH & RH door locks.	0	0
8700405	O	Stainless steel permit panels on cab.	125	13
8800400	S	Grabhandle: LH inside door frame above dash.	0	0
8800401	S	Grabhandle: RH inside door frame above dash.	0	0
8800733	O	Grabhandle: LH w/ short extension over door.	64	4
8800734	O	Grabhandle: RH w/ short extension over door.	64	2
8832115	S	Daylite Door: LH/RH includes RH peeper window	0	0
8841618	O	Dual rectangular air horn 23 in. LH & RH top of	204	4

Summit Air Seats

Sales Code	Std/ Opt	Description	\$ List	Weight
		roof. Includes air horn covers.		
8850235	O	Dual convex mirror 8.5 inch w/ offset mounting below regular mirror, and non-heated.	50	8
8850300	S	Look-Down, Pass. Door, Stainless 8.5x4.4	0	0
8866101	O	Mirror: Dual Prutsmen mirror 7 in. x 16 in. polished stainless steel, thermostatically controlled. switch located on door pad.	46	0
8869005	S	Mirror brackets 8-1/2 ft load width.	0	0
8871438	S	Rear Cab Stationary Window 17 in. x 36 in.	0	0
8879200	S	Manual LH & electric-powered RH door window. Switch located on door.	0	0
8890100	S	One-piece windshield, w/ curved glass.	0	0
8890869	O	Severe service reinforcements for aluminum cab sill.	159	17
8890898	O	Link Cabmate suspension.	616	22

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Lights & Instruments

9010801	S	Headlamps: Halogen Projector Low Beam, Halogen Complex Reflector High Beam	0	0
9022137	O	Marker Lights: Five, rectangular, LED	105	0
9030010	S	Turn Signal Lights: Mounted on fender	0	0
9030052	O	LED Stop, Turn, Tail: With Two LED Backup Lights and With An LED License Plate.	54	2
9080205	O	Stainless Steel Brackets, Switch & Wiring: Customer-installed dual beacon lights mounted over door of cab with insulators.	264	4
9090039	S	Marker Lights: Interrupter Switch. Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.	0	0
9090049	S	Omit Brake Light with Engine Brake. Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	0	0
9090126	O	Electric Backup Alarm: Meets SAE J994 & OSHA requirements.	137	4
9090302	O	Junction Box: Mounted Behind Cab or Sleeper Not Mounted at End of Frame.	134	1
9090845	O	Circuit Breakers: Replacing fuses. Does not apply to any 5-amp fuse box position. Brakers include stop/brake/turn, tail lamp, high & low beams, marker/clearance lamps, horn, fuel heat, gauges, air dryer, HVAC controls, panel lamps. Some circuits will remain fuses.	39	0

Beacon wiring & Switch

Added for Body Builder

Air Equipment

Sales Code	Std/ Opt	Description	\$ List	Weight
9101235	O	Air Dryer: Bendix AD-IS Extended Purge heated. with PuraGuard	102	4
9108001	S	Moisture ejection valve w/ pull cable drain.	0	0
9140020	S	Nylon air tubing in frame & cab, excluding hoses subject to excessive heat or flexing.	0	0
9140254	O	Locate air dryer inside RH rail BOC. This code requires the use of a custom frame layout code.	0	0

Extended Warranty

9200008	O	Base Warranty - PACCAR PX-9 Engine 24 months / 250,000 miles / 402,336 km / 6250 hours.	0	0
9200022	S	Base Warranty - Standard Service Medium Duty 12 months / Unlimited miles & km	0	0

Miscellaneous

9409852	O	GHG Secondary Manufacturer: Does Not Apply	0	0
9490206	O	Warning triangle reflector kit: Shipped loose. Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	44	4
9490406	O	One 5 lb. dry chemical type fire extinguisher mounted outboard of rider seat. Class ABC.	128	11

Promotions

Paint

9700000	O	Paint color number(s).	0	0
		N9702 A - L0006 WHITE N9770 BUMPER N0001 BLACK N9720 FRAME N0001 BLACK		
9943014	O	Steel Bumper Painted Frame Color	0	0
9943050	O	Day Cab Standard Paint	0	0
9944820	O	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0	0
9965510	S	Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	0

Order Comments



Total List Price (W/O Freight & Warranty & Surcharges)	\$156,676
Marketing and Service Support Fee	\$400
Prepaid Freight	\$2,475
Total Surcharge/Options Not Subject To Discount	\$0
Total Weight	12,727

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

Shipping Destinations**Intermediate Destination:**

Final Destinations	Quantity
--------------------	----------



Expenditure Control Form

All Expenditures \$100,000 or more

Today's Date: 6/4/2020	Type of expenditure: Goods
Department: Wastewater Maintenance	
Approving Supervisor: Mike Lowdon	
Amount of proposed Expenditure: 1,842,000	
Funding Source: Wastewater 2020 budget	
Please verify correct funding sources. Please indicate breakdown if more than one funding source.	
Why is this expenditure necessary now?	
Replacement of aging vehicles per the 6 year capital plan!	
What are the impacts if expenses are deferred?	
Increased maintenance costs and down time!	
What alternatives resources have been considered?	
none	
Description of the goods or service and any additional information.	
Equipment includes 1 mechanical rodder, 1 service truck, 1 tank truck, 1 medium excavator, 1 mini excavator, 1 combo sewer cleaner, 1 F150 pickup	
Person Submitting Form/Contact: Mike Lowdon	
CITY ADMINISTRATOR APPROVAL:	BUDGET APPROVAL:
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

DocuSigned by:

 9C36E3376992442...

6/15/2020

DocuSigned by:

 CBC812B631244E9...

6/15/2020

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

11/02/2020

Date Rec'd

10/19/2020

Clerk's File #

OPR 2020-0786

Renews #**Submitting Dept**

SOLID WASTE DISPOSAL

Cross Ref #**Contact Name/Phone**

CHRIS AVERYT 625-6540

Project #**Contact E-Mail**

CAVERYT@SPOKANECITY.ORG

Bid #

RFQ 5426-20

Agenda Item Type

Purchase w/o Contract

Requisition #

RN 94

Agenda Item Name

4490 VALUE BLANKET FOR FABRIC FILTER BAGS AT THE WTE

Agenda Wording

Value blanket with National Filter Media of Olive Branch, MS, for the purchase of fabric filter bags for the WTE. Initial two-year term from Jan. 1, 2021-Dec. 31, 2022 with a total cost of \$300,000.00 including tax.

Summary (Background)

The WTE uses fabric filter bags to remove fine particulate from the air prior to discharge from the facility which must be replaced every 4-5 years or as they become worn. On Sep. 30, 2020 bidding closed on RFQ 5426-20 for the as-needed purchase of replacement bags. Two responses were received from National Filter Media (Olive Branch, MS) and BHA Altair, LLC (Overland Park, KS). National Filter Media was the low cost, responsive and responsible bidder.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 300,000.00

4490-44900-94000-56401

Select \$

#

Select \$

#

Select \$

#

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

AVERYT, CHRIS

Study Session\Other

PIES 10/26/20

Division Director

SIMMONS, SCOTT M.

Council Sponsor

CP Beggs

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

ODLE, MARI

mdorgan@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

jsalstrom@spokanecity.org

Additional Approvals

tprince@spokanecity.org

Purchasing

PRINCE, THEA

rrinderle@spokanecity.org

caveryt@spokanecity.org

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 7/21/2020

Type of expenditure: Goods ☒ Services ☐

Department: Solid Waste Disposal

Approving Supervisor: Chris Averyt

Amount of Proposed Expenditure: \$110,000.00

Funding Source: SWD Budget: 4490-44900-94000-56401

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

The Waste to Energy Facility utilizes fabric filter bags to remove the fine particulate from the air before discharge. These bags must be replaced every 4-5 years or as they become worn. They are special order and have a long lead time to fabricate and a large quantity will be required in May of 2021.

What are the impacts if expenses are deferred?

If the fabric filter bags are not replaced periodically and extra bags are not available to replace damaged/worn bags as-needed, the facility runs the risk of violating the Air Operating Permit which could result in excessive fines.

What alternative resources have been considered?

There are no alternative resources. These are highly specialized items that are facility specific.

Description of the goods or service and any additional information?

Each of the two boiler units at the WTE has its own dedicated fabric filter bag house which is changed out approximately every 4 to 5 years. Boiler Unit 1's bag house is estimated to undergo a complete bag change out in May 2021, that would require approximately 1,710 bags. This project is in the Capital Planner for the 2021 budget year. This will allow for the purchase of the bags only. The installation of the bags will be bid out separately.

Person Submitting Form/Contact: Michelle Dorgan

FINANCE SIGNATURE:

DocuSigned by:

Danya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

[Signature]

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Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Value Blanket for Bag House Fabric Filter Tapered Bags at the WTE
Date:	October 26, 2020
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Scott Simmons, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for the purchase of fabric filter tapered bags at the WTE to ensure uninterrupted operations and compliance with the Air Operating Permit.

Background/History:

The Waste to Energy Facility utilizes fabric filter bags to remove fine particulate from the air before discharge from the facility. These bags must be replaced every 4-5 years or as they become worn. If damaged or worn bags are not replaced periodically, the facility runs the risk of violating its Air Operating Permit, which could result in excessive fines. One of the two boilers at the facility is scheduled to undergo a complete bag change out in May 2021, and the other boiler in May 2022.

On September 30, 2020, bidding closed on RFQ 5246-20 for the as-needed annual requirement of tapered fabric filter bags. Two responses were received from National Filter Media (Olive Branch, MS) and BHA Altair, LLC (Overland Park, KS). National Filter Media was the low cost, responsive and responsible bidder. The value blanket award would be for a two-year period, beginning January 1, 2021 through December 31, 2022, with the option of three (3) one-year renewals. The cost for the initial value blanket is not to exceed \$300,000.00, including tax.

Executive Summary:

- Value blanket for the as-needed annual purchase of tapered fabric filter bags for the WTE.
- One of the two boilers at the facility is scheduled to undergo a complete bag change out in May 2021, and the other boiler in May 2022.
- National Filter Media of Olive Branch, MS, was the low cost, responsive bidder to RFQ 5246-20 for the purchase of these bags.
- Initial value blanket will be from Jan. 1, 2021 through Dec. 31, 2022 for \$300,000.00 including tax, with the option of three (3) one-year renewals.

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

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

11/02/2020

Date Rec'd	10/19/2020
Clerk's File #	OPR 2019-0958
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHRIS AVERYT 625-6540	Project #	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG	Bid #	PW ITB 5096-19
Agenda Item Type	Contract Item	Requisition #	CR 22044
Agenda Item Name	4490 CONTRACT RENEWAL FOR BOILER BLAST CLEANING AT THE WTE		

Agenda Wording

Contract renewal 1 of 4 with Online Cleaning Services of Marysville, CA for Boiler Blast Cleaning Services from Jan. 1, 2021 through Dec. 31, 2021 with an annual cost not to exceed \$300,000.00 including tax.

Summary (Background)

Prior to maintenance outages, precision blasting with explosives is done in the boilers to facilitate more efficient cleaning and repairs. On Sep. 30, 2019 bidding closed to PW ITB 5096-19 for these services and Online Cleaning Services was the only response received. The initial contract was from Jan. 1, 2020-Dec. 31, 2020 for \$300,000.00, with the option of four (4) one-year renewals. This is the first of those renewals. Rates have been increased for 2021 due to increased material costs.

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

Expense	\$ 300,000.00	# 4490-44100-37148-54803-34002
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	AVERYT, CHRIS	<u>Study Session\Other</u>	PIES 10/26/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>	CP Beggs
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	rrinderle@spokanecity.org	
		Kim Ontiveros, admin@onlinecleaningservices.com	
		caveryt@spokanecity.org	

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 9/29/20

Type of expenditure: Goods ☐ Services ☒

Department: Solid Waste Disposal

Approving Supervisor: Chris Averyt

Amount of Proposed Expenditure: \$300,000.00

Funding Source: SWD Budget: 4490-44100-37148-54803-34002

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

Prior to maintenance outages, blasting with explosives is done in the boilers to facilitate more efficient cleaning and repairs.

What are the impacts if expenses are deferred?

Without scheduled maintenance at the facility, unplanned outages will occur and will result in costly repairs and a loss in electrical revenues.

What alternative resources have been considered?

There are no known alternative resources.

Description of the goods or service and any additional information?

This is for the first of four (4) one-year renewals of OPR 2019-0958 with Online Cleaning Services for on-line and off-line blasting services at the Waste to Energy Facility. It would commence on January 1, 2021 and run through December 31, 2021. It is an annual reoccurring expenditure that was budgeted for in 2021.

Person Submitting Form/Contact: Michelle Dorgan

FINANCE SIGNATURE:

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

Scott Simmons

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Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract Renewal for Boiler Blasting Services at the WTE Facility
Date:	October 26, 2020
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Scott Simmons, Public Works Director
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-Affordable Services
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the extension for Boiler Blasting Services; without which the WTE facility would not be able to continue uninterrupted operations.
Background/History: <p>Prior to maintenance outages, precision blasting with explosives is done in the boilers to facilitate more efficient cleaning and repairs.</p> <p>On September 30, 2019 bidding closed to PW ITB 5096-19 for these services and Online Cleaning Services of Marysville, CA was the only response received. The initial contract was from January 1, 2020 through December 31, 2020 with the option of four (4) additional one-year extensions. This will be the first of those renewals beginning on January 1, 2021 and ending on December 31, 2021 with an anticipated annual cost not to exceed \$300,000.00 including tax.</p>	
Executive Summary: <ul style="list-style-type: none"> Contract renewal #1 of 4 for boiler blasting services per PW ITB 5096-19 with Online Cleaning Services who was the only response received. Contract term to begin on January 1, 2021 and end on December 31, 2021. Annual cost not expected to exceed \$300,000.00 including tax. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City of Spokane
CONTRACT RENEWAL 1 of 4
**Title: BOILER BLASTING
CLEANING SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ONLINE CLEANING SERVICES**, whose address is 2689 Highway 20, Marysville, California 95901 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein Contractor agreed to provide the BOILER BLASTING CLEANING SERVICES; and

WHEREAS, the original Contract provided for four one (1) year renewals with this being the first of those renewals; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated December 23, 2019 and January 10, 2020, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on January 1, 2021 and shall run through December 31, 2021.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **THREE HUNDRED THOUSAND AND NO/100 Dollars (\$300,000.00)** for everything furnished and done under this optional use Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

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

ONLINE CLEANING SERVICES

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment

**ATTACHMENT
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)

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

11/02/2020

Date Rec'd

10/19/2020

Clerk's File #

OPR 2019-0959

Renews #**Submitting Dept**

SOLID WASTE DISPOSAL

Cross Ref #**Contact Name/Phone**

CHRIS AVERYT 625-6540

Project #**Contact E-Mail**

CAVERYT@SPOKANECITY.ORG

Bid #

PW ITB 5101-19

Agenda Item Type

Contract Item

Requisition #

CR 22046

Agenda Item Name

4490 CRANE/HOIST/TROLLEY/LIFELINE MAINTENANCE AT THE WTE

Agenda Wording

Contract renewal 1 of 4 with WEMCO, Inc., of Spokane, WA, for crane, hoist, trolley and lifeline preventative maintenance and inspections at the WTE from Jan. 1, 2021 through Dec. 31, 2021 with an annual cost not to exceed \$60,000.00 including taxes.

Summary (Background)

The WTE utilizes cranes in many different areal. All of this equipment requires quarterly inspections and as-needed repairs. On Sep. 30, 2019 bidding closed on PW ITB 5101-19 for these services. WEMCO Inc. of Spokane, WA, was the only response received and awarded a one-year contract with the option of four (4) one-year renewals. This will be the first of those renewals.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? YES

Expense \$ 60,000.00

4490-44100-37148-54803-34002

Select \$

#

Select \$

#

Select \$

#

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

AVERYT, CHRIS

Study Session\Other

PIES 10/26/20

Division Director

SIMMONS, SCOTT M.

Council Sponsor

CP Beggs

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

ODLE, MARI

mdorgan@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

jsalstrom@spokanecity.org

Additional Approvals

tprince@spokanecity.org

Purchasing

PRINCE, THEA

rrinderle@spokanecity.org

Matt Humphrey, mhumphrey@wemcoinc.com

Wemco signer: Matt Turner: mturner@wemcoinc.com

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 9/29/20

Type of expenditure: Goods ☐ Services ☒

Department: Solid Waste Disposal

Approving Supervisor: Chris Averyt

Amount of Proposed Expenditure: \$60,000.00

Funding Source: SWD Budget: 4490-44100-37148-54803-34002

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

The WTE Facility utilizes cranes, hoists and trolley's in many different areas. All of this equipment requires quarterly inspections and as-needed repairs by certified inspectors and technicians.

What are the impacts if expenses are deferred?

Without regular inspections and maintenance of the equipment, unplanned failures could result in costly repairs, safety violations and a loss of electrical revenues.

What alternative resources have been considered?

There are no known alternative resources.

Description of the goods or service and any additional information?

This is for the first of four (4) one-year renewals of OPR 2019-0959 with WEMCO, Inc. for crane, hoist, trolley and lifeline preventative maintenance at the WTE. It would commence on January 1, 2021 and run through December 31, 2021. This is an annual reoccurring expenditure that was budgeted for in 2021.

Person Submitting Form/Contact: Michelle Dorgan / 625-6555

FINANCE SIGNATURE:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract for Crane/Hoist/Trolley and Lifeline Preventative Maintenance/Inspections at the WTE
Date:	October 26, 2020
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Scott Simmons, Public Works Director
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:	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract to ensure safe and continued uninterrupted operations.
<u>Background/History:</u> <p>The WTE Facility utilizes cranes in many different areas, including double girder top-riding cranes, in-house monorail cranes and two lifeline cranes in its operations. All of this equipment requires quarterly inspections and as-needed repairs by certified inspectors and technicians.</p> <p>On September 30, 2019 bidding closed on PW ITB 5101-19 for these services on all of the cranes excluding the two new refuse-handling bridge cranes. WEMCO, Inc. of Spokane, WA was the only response received. The initial contract awarded spanned from January 1, 2020 through December 31, 2020, with a cost of \$60,000.00, and had the option of four (4) additional one-year renewals. This will be the first of those renewals, spanning from January 1, 2021 through December 31, 2021 with an annual cost not to exceed \$60,000.00 including tax.</p>	
<u>Executive Summary:</u> <ul style="list-style-type: none"> Contract renewal #1 of 4 with WEMCO, Inc. of Spokane, WA, for Crane/Hoist/Trolley and Lifeline Preventative Maintenance at the WTE per PW ITB 5101-19. The contract will span from January 1, 2021 through December 31, 2021 with the option of four (4) additional one-year renewals The annual cost not to exceed \$60,000.00 including tax. 	
<u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<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:	



City of Spokane

CONTRACT RENEWAL 1 of 4

**Title: CRANE PREVENTATIVE MAINTENANCE
INSPECTIONS AND SERVICE**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WEMCO, INC.**, whose address is 5510 West Thorpe Road, Spokane, Washington 99224 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein Contractor agreed to provide QUARTERLY CRANE/HOIST/TROLLEY AND LIFELINE PREVENTATIVE MAINTENANCE INSPECTIONS AND UNSCHEDULED SERVICES; and

WHEREAS, the original Contract provided for four one (1) year renewals with this being the first of those renewals; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated November 8, 2019 and November 20, 2019, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on January 1, 2021 and shall run through December 31, 2021.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **SIXTY THOUSAND AND NO/100 Dollars (\$60,000.00)** for everything furnished and done under this optional use Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

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

WEMCO, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment

ATTACHMENT
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)

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

11/02/2020

Date Rec'd	10/19/2020
Clerk's File #	OPR 2019-0960
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHRIS AVERYT 625-6540	Project #	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG	Bid #	PW ITB 5105-19
Agenda Item Type	Contract Item	Requisition #	CR 22045
Agenda Item Name	4490 BRIDGE CRANE PREVENTATIVE MAINTENANCE AND INSPECTIONS		

Agenda Wording

Contract renewal 1 of 4 with WEMCO, Inc. of Spokane, WA, for bridge crane maintenance and inspections at the WTE from Jan. 1, 2021 through Dec. 31, 2021 with an annual cost not to exceed \$100,000.00 including tax.

Summary (Background)

The Waste to Energy Facility recently completed the installation of two new 9-ton, top-running, double-girder bridge cranes. These cranes require preventative maintenance and quarterly inspections to ensure they continue operating safely. On September 30, 2019 bidding closed on PW ITB 5105-19 for these services and WEMCO, Inc., of Spokane, WA was the only response received. The initial one-year contract had the option of four (4) one-year renewals. This will be the first of those renewals.

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

Expense	\$ 100,000.00	# 4490-44100-37148-54803-34002
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	AVERYT, CHRIS	<u>Study Session\Other</u>	PIES 10/26/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>	CP Beggs
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	caveryt@spokanecity.org	
		Matt Humphrey, mhumphrey@wemcoinc.com	
		Wemco signer: Matt Turner: mturner@wemcoinc.com	

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 9/29/20

Type of expenditure: Goods ☐ Services ☒

Department: Solid Waste Disposal

Approving Supervisor: Chris Averyt

Amount of Proposed Expenditure: \$100,000.00

Funding Source: SWD Budget: 4490-44100-37148-54803-34002

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

The WTE Facility recently completed the installation of two new 9-ton, top-running, double-girder bridge cranes. These cranes are used for continuously loading refuse into the furnace for incineration. Even though the cranes are new, they will still require preventative maintenance and quarterly inspections to ensure they continue operating safely.

What are the impacts if expenses are deferred?

Without regular inspections and maintenance of the equipment, not only would it void the warranty that the cranes are still currently under, but it could also result in unplanned failures that could result in costly repairs, safety violations and a loss of electrical revenues.

What alternative resources have been considered?

There are no known alternative resources.

Description of the goods or service and any additional information?

This is for the first of four (4) one-year renewals of OPR 2019-0960 with WEMCO, Inc. for preventative maintenance and inspection of the bridge cranes at the WTE. It would commence on January 1, 2021 and run through December 31, 2021. This is an annual reoccurring expenditure that was budgeted for in 2021.

Person Submitting Form/Contact: Michelle Dorgan / 625-6555

FINANCE SIGNATURE:

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

Scott Simmons

E2AAB6F5A12B489...

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract for Preventative Maintenance/Inspections on Bridge Cranes at the WTE
Date:	October 26, 2020
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Scott Simmons, Public Works Director
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:	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract to ensure safe and continued uninterrupted operations.

Background/History:

The Waste to Energy Facility recently completed the installation of two new 9-ton, top-running, double-girder bridge cranes. These cranes are used for continuously loading refuse into the furnace for incineration. Even though the cranes are new, they still require preventative maintenance and quarterly inspections to ensure they continue operating safely.

On September 30, 2019 bidding closed on PW ITB 5105-19 for these services and WEMCO, Inc., of Spokane, WA was the only response received. The initial contract award term ran from January 1, 2020 through December 31, 2020, with a cost of \$100,000.00, with four (4) additional one-year renewals possible. This will be the first of those renewals running from January 1, 2021 through December 31, 2021 with an annual cost not to exceed \$100,000.00 including tax.

Executive Summary:

- Contract renewal #1 of 4 with Wemco, Inc. of Spokane, WA for preventative maintenance/inspections of the bridge cranes at the WTE per PW ITB 5105-19.
- The contract renewal will span from January 1, 2021 through December 31, 2021.
- The annual cost should not exceed \$100,000.00 including tax.

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



City of Spokane

CONTRACT RENEWAL 1 of 4

**Title: REFUSE CRANE PREVENTATIVE
MAINTENANCE INSPECTIONS AND SERVICE**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WEMCO, INC.**, whose address is 5510 West Thorpe Road, Spokane, Washington 99224 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein Contractor agreed to provide REFUSE CRANES QUARTERLY PREVENTATIVE MAINTENANCE INSPECTIONS AND UNSCHEDULED SERVICES FOR TWO 9-TON, TOP RUNNING DOUBLE GRINDER (TRDG) BRIDGE CRANES; and

WHEREAS, the original Contract provided for four one (1) year renewals with this being the first of those renewals; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated November 8, 2019 and November 20, 2019, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on January 1, 2021 and shall run through December 31, 2021.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED THOUSAND AND NO/100 Dollars (\$100,000.00)** for everything furnished and done under this optional use Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

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

WEMCO, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment

ATTACHMENT
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:**

11/02/2020

Date Rec'd

10/21/2020

Clerk's File #

OPR 2020-0787

Renews #**Submitting Dept**

CITY ATTORNEY

Cross Ref #**Contact Name/Phone**

MIKE ORMSBY 6287

Project #

2020098

Contact E-Mail

MORMSBY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

INTERLOCAL AGREEMENT WITH SPOKANE PUBLIC SCHOOLS FOR ENGINEERING OFFICE

Agenda Wording

Interlocal Agreement between the City of Spokane and Spokane School District No. 81 for the Engineering Construction Management Office Relocation Project

Summary (Background)

This Agreement involves a collaboration between the City and SPS for the Engineering Construction Management Offices relocation project. The Project involves the relocation of the City's Engineering Construction Management Offices to the City's existing Fleet building. The Project includes construction of new office space within the building shell of the Fleet building in order to accommodate Engineering Construction Management staff and Water Department staff. City will pay SPS for the work.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 1,500,000.00

5901-79220-94000-56301-99999

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

PICCOLO, MIKE

Division Director**Finance**

HUGHES, MICHELLE

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session\Other**

10/26/20

Council Sponsor

C.P. Beggs

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

smsimmons@spokanecity.org

jrichmanspokane.org

eschoedel@spokanecity.org

mormsbyspokane.org

twallacespokane.org

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF SPOKANE AND SPOKANE SCHOOL DISTRICT NO. 81 FOR THE
ENGINEERING CONSTRUCTION MANAGEMENT OFFICE RELOCATION PROJECT**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this ____ day of November, 2020, by and between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and SPOKANE SCHOOL DISTRICT NO. 81, a Washington State municipal corporation, as ("SPS"), hereinafter referred to jointly as the "Parties".

RECITALS

WHEREAS, the City and SPS agreed to a land exchange for certain land parcels, one of which contained the City's Engineering Construction Management Offices; and

WHEREAS, as a result of one of the land transfers the City's Engineering Construction Management Offices need to be relocated to another building owned by the City directly adjacent to the land transferred to SPS; and

WHEREAS, SPS requires the land containing the City's Engineering Construction Management Offices be vacated no later than March 1, 2021 in order to meet construction timelines for the SPS Northeast Middle School project; and

WHEREAS, the Engineering Construction Management Offices relocation project would be considered an additional early work component of the SPS Northeast Middle School project; and

WHEREAS, SPS is utilizing the alternative public works contract method of General Contractor/Construction Management ("GC/CM") to construct improvements on behalf of SPS for the Northeast Middle School project; and

WHEREAS, time is of the essence and the GC/CM contract and contractor are available to perform the additional early work component for the Engineering Construction Management Offices relocation project.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. BACKGROUND. This Agreement involves a collaboration between the City and SPS for the Engineering Construction Management Offices relocation project ("Project"). The Project involves the relocation of the City's Engineering Construction Management Offices to the City's existing Fleet building located directly adjacent on the west side of the City's North Foothills campus. The Project includes construction of new office space within the building shell of the Fleet building in order to accommodate Engineering Construction Management staff and Water Department staff as a result of the City's recent transfer of property to SPS.

2. SCOPE OF AGREEMENT. The scope of the Agreement of the Parties is as follows:

- A. Design: City has procured a design team through the existing on-call contract agreement and City agrees to pay all design costs for the Project directly to the design team.
- B. Construction: The Project construction details will be memorialized within (i) a Guaranteed Maximum Price Amendment ("GMP Amendment") to the GC/CM contract between SPS and its contractor and (ii) a contract between the GC/CM contractor and its subcontractors as follows:
 - a. SPS agrees to incorporate the City Project into a SPS Northeast Middle School GC/CM contract early bid package.
 - b. SPS and its GC/CM contractor agree to undertake the competitive bidding procurement process and secure competitive industry bids for the Project using the alternative public works contracting procedures under Chapter 39.10 RCW.
 - c. City agrees to pay SPS directly for all costs associated with the Project as provided herein. In turn, SPS will pay the GC/CM contractor for all costs associated with the Project provided herein.
 - d. SPS agrees to include enforceable contract provisions within the GMP Amendment between SPS and its contractor to include competitive bidding and procurement processes; payment of prevailing wages as outlined in Section No. 7 below; warranty provisions whereby the contractor agrees and warrants all work, labor and materials under the GMP Amendment to the City to the same extent as if the City were a directly contracting party and that any lack of privity will not be a defense to any claim; and other

relevant terms and conditions contained herein, all as mutually agreed upon by the Parties in writing.

- e. SPS agrees to provide a project manager for the Project. The SPS project manager will provide the following services: consultation, scheduling, and payments to contractors. Furthermore, the SPS project manager shall work with the City's project manager in coordination with the review process of all invoices for work performed under the GMP Amendment.
- f. City will provide a project manager to work in coordination with the SPS project manager on the Project. Furthermore, the City's project manager shall work with the SPS's project manager in coordination with the review process of all invoices for work performed under the GMP Amendment.

3. PAYMENT. CITY will pay SPS directly for all costs of the Project. SPS agrees to provide the City with written invoices on a monthly basis. Within 15 days of receiving the invoices, City agrees to forward payment to SPS. In turn, SPS will pay the GC/CM contractor for all costs associated with the Project.

4. TERM. This Agreement will start on November 1, 2020 and will terminate on December 31, 2021. This Agreement may be terminated only by mutual written agreement of the Parties. In the event of expiration or termination of this Agreement, the City shall be responsible for all costs of the Project, including, but not limited to, any early termination costs.

5. LIABILITY. Each party shall be responsible for its own negligence. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.

6. INSURANCE. Each party shall maintain, at all times, liability insurance to cover all actions by its employees or agents.

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

The GC/CM 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"

Interlocal Agreement

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 invoice submitted by the contractor for payment 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 GC/CM contractor and list the Intent and/or Affidavit of Wages Paid ID numbers. 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.

8. ACCEPTANCE OF PROJECT. The Project will be considered an additional early work component of the SPS Northeast Middle School project under the GC/CM contract between SPS and its contractor and subject to completion and close out pursuant to (i) the GC/CM contract as a GMP Amendment and (ii) the contract between the GC/CM contractor and its subcontractors for the Project. Upon written notice to and acceptance by SPS, the work performed under the Project may be considered final completion of the component as a standalone from which any warranties may apply.

9. DISPUTE RESOLUTION. In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the Parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

10. ASSIGNMENT. Neither party may assign this Agreement without written consent by the other party.

11. AMENDMENT. Amendment of this Agreement may be made only by written agreement of the Parties.

12. SEVERABILITY. If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.

13. WAIVER OF BREACH/DEFAULT. No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

14. INTEGRATION/MODIFICATION. This Agreement constitutes the entire and exclusive agreement between the Parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual agreement occurs between the Parties.

15. NOTICES. All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by Interlocal Agreement

personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the Parties at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other party:

City: City of Spokane
Kyle Twohig
Engineering Services
2nd Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201

SPS: Spokane Public Schools
Associate Superintendent, Capital Projects and Facility Services
200 North Bernard Street
Spokane, WA 99201

16. RCW 39.34 REQUIRED CLAUSES.

- A. Purpose: See Recitals and Section No. 1 above.
- B. Duration: See Section No. 4 above.
- C. Organization of Separate Entity and Its Powers: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties: See provisions above.
- E. Agreement to be Filed: City shall file this Agreement with its City Clerk and place it on its web site or other electronically retrievable public source. SPS shall place this Agreement on its web site or other electronically retrievable public source.
- F. Financing: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: This Agreement can be terminated in accordance with Section No. 4.

- H. Property Upon Termination: Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first written above.

Dated: _____

SPOKANE SCHOOL DISTRICT NO. 81

Associate Superintendent, Capital Projects
and Facility Services

Dated: _____

CITY OF SPOKANE

Mayor

Approved as to form:

ATTEST:

Assistant City Attorney

City Clerk



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods



Services



Department: Legal

Approving Supervisor: Mike Ormsby

Amount of Proposed Expenditure: \$1,500,000.00

Funding Source: 5901-79220-94000-56301-99999

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

Relocation needs to be complete by March 1, 2021 to meet the timeline for the SP Northeast Middle School project

What are the impacts if expenses are deferred?

N/A

What alternative resources have been considered?

N/A

Description of the goods or service and any additional information?

ILA between SPS and City of Spokane to accommodate the engineering construction management offices relocation from property transferred to SPS under the land exchange agreement. Relocation will be to another building owned by the City directly adjacent to the land transferred to SPS. City agrees to pay SPS for the work. This agreement allows for both an expedited process and a reduction in potential costs.

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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

11/02/2020

Date Rec'd

10/21/2020

Clerk's File #

OPR 2020-0789

Renews #**Submitting Dept**

HOUSING & HUMAN SERVICES

Cross Ref #**Contact Name/Phone**

TIM SIGLER 625-6055

Project #**Contact E-Mail**

TSIGLER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

1680 - CONTRACT FOR SPOKANE COUNTY CARES FUNDING FOR SHELTER IMPROVEMENTS

Agenda Wording

CHHS is requesting approval of the attached contract for Federal CARES Act funding from Spokane County to improve homeless shelters. A corresponding SBO is submitted for budget authority.

Summary (Background)

On July 20, 2020, the Spokane Board of County Commissioners (BoCC) approved a \$700,000 allocation to the City of Spokane from the CARES Act funding to improve homeless shelters located at 55 West Mission Ave and 527 South Cannon, Spokane, WA. On October 5, 2020, the BoCC awarded an additional amount of \$900,000 to the City of Spokane for this project, totaling \$1,600,000. These funds are necessary in order to provide care to the Spokane County homeless population in order to mitigate COVID-19.

Fiscal Impact

Grant related? YES

Public Works? NO

Budget Account

Revenue \$ 1,600,000.00

1700-95582-99999-33321-99999

Expense \$ 1,600,000.00

1700-95582-65410-54999-99999

Select \$

#

Select \$

#

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

SIGLER, TIMOTHY

Study Session\Other

10/15/2020

Division Director

CORTRIGHT, CARLY

Council Sponsor

Council President Beggs

Finance

HUGHES, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

sstopher@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

tsigler@spokanecity.org

Additional Approvals

tdanzig@spokanecity.org

Purchasing

chhsgrants@spokanecity.org

**GRANTS &
CONTRACT MGMT**

STOPHER, SALLY

chhsaccounting@spokanecity.org

Briefing Paper

Spokane County CARES Act Funding

Division & Department:	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
Subject:	County CARES Funding Contract & SBO
Date:	10/14/2020
Author (email & phone):	Tim Sigler – tsigler@spokanecity.org / 625-6055
City Council Sponsor:	Council President Beggs
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document)	2020-2025 Strategic Plan to Prevent and End Homelessness
Strategic Initiative:	Safe & Healthy - Reduce Homelessness
Deadline:	10/26/2020
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting approval of a revenue contract for CARES Act funding from Spokane County and the associated SBO for budget capacity.
Background/History: On July 20, 2020, the Spokane Board of County Commissioners (BoCC) approved a \$700,000 allocation to the City of Spokane (CITY) from the CARES Act funding to improve homeless shelters located at 55 West Mission Avenue in Spokane, WA and 527 South Cannon, Spokane, WA. On October 5, 2020, the BoCC awarded an additional amount of \$900,000 to the City of Spokane for this project, for a total of \$1,600,000. These funds are necessary in order to provide care to the Spokane County homeless population in order to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions. The funding allocated to CITY will be used for eligible costs identified in section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").	
Executive Summary: <ul style="list-style-type: none"> Beginning in March 2020, when compliance orders from the State and the Spokane Regional Health District were released, the CITY has been working to safely shelter the vulnerable homeless population while maintaining overnight bed capacity by utilizing the Spokane Public Library. In May 2020, the CITY began using temporary shelter locations at the Spokane Arena and the Spokane County Community Services Building. As these are temporary locations, the CITY will remodel the 55 West Mission Avenue and the 527 South Cannon Street properties to provide a more cost-effective means to keeping the Spokane County homeless population safely separated and meets an immediate COVID-19 response public health need. The CITY will provide updates regularly to the Spokane Board of County Commissioners regarding the CITY's COVID-19 response work. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Spokane County CARES Act Funding 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	

**AGREEMENT BETWEEN SPOKANE COUNTY
AND
THE CITY OF SPOKANE
IN CONJUNCTION WITH THE CARES ACT CORONVIRUS RELIEF FUND AWARD**

1. Contractor City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201	2.Contract Amount Up to \$1,600,000.00	3. Tax ID# 91-6001280
4. Contractor Representative Sally Stopher, Director of Grants, Contracts, and Purchasing City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201 (509) 625-6032 sstopher@spokanecity.org	5. Spokane County's Representative Kari Grytdal, Grants Administrator Spokane County 1116 West Broadway. Spokane, WA 99260 509-477-7273 kgrytdal@spokanecounty.org	
6. DUNS #	7. Start Date 08/31/2020	8. End Date 12/30/2020
9. CFDA # 21.019 – Coronavirus Relief Fund		10. Federal Agency: U.S. Department of Treasury
11. Contract Purpose & Description: The CARES Act requires that the payments from the Coronavirus Relief Funds be used to cover expenses that: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the agency's budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and (3) were incurred during the period that begins March 1, 2020 and ends of December 30, 2020.		
12. IN WITNESS WHEREOF SPOKANE COUNTY and the CITY OF SPOKANE, acknowledge and accept the terms of this AGREEMENT, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this AGREEMENT as of the date below. This AGREEMENT Face Sheet; Statement of Work (Exhibit A); Budget (Exhibit B); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this AGREEMENT. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the parties hereto.		
FOR THE CONTRACTOR: <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <div style="display: flex; justify-content: space-between;"> Signature Date </div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <div style="display: flex; justify-content: space-between;"> Name </div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <div style="display: flex; justify-content: space-between;"> Title </div>	FOR SPOKANE COUNTY: <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <div style="display: flex; justify-content: space-between;"> Signature Date </div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <div style="display: flex; justify-content: space-between;"> Name </div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <div style="display: flex; justify-content: space-between;"> Title </div>	

(FACE SHEET)

WHEREAS, pursuant to the provisions of the Revised Code of Washington, the Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, this AGREEMENT by and between SPOKANE COUNTY, a political subdivision of the State of Washington hereinafter known as the “COUNTY” having offices for the transaction of business as listed above and the CITY OF SPOKANE, a political subdivision of the State of Washington, hereinafter known as “CITY”, having offices for the transaction of business as listed above, are jointly, hereinafter referred to as the Parties; and

WHEREAS, this AGREEMENT is non-exclusive and if it be in the COUNTY's best interest it may award work to other Contractors.

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth herein, the parties mutually agree as follows:

SECTION NO. 1: SERVICES

The CITY shall provide those services set forth in the Scope of Work attached hereto as Attachment “A” and incorporated herein by reference.

SECTION NO. 2: FINANCIAL REQUIREMENTS

The CITY agrees to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this AGREEMENT, and the federal regulations commonly applicable to federal grants.

SECTION NO. 3: TERM

The term of this AGREEMENT shall commence as of the start date on the FACE SHEET and shall terminate on the end date on the FACE SHEET.

SECTION NO. 4: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The CITY and/or employees, agents or any subrecipient contractors performing under this AGREEMENT are not employees or agents of the COUNTY in any manner whatsoever. The CITY will not be presented as, nor claim to be, an officer or employee of the COUNTY by reason of this AGREEMENT nor will the CITY make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY by reason of this AGREEMENT, including but not limited to, Workmen’s Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

SECTION NO. 5: COMPLIANCE WITH LAWS

The CITY and the COUNTY agree that all activity pursuant to this AGREEMENT will be in accordance with all applicable current federal, state and local laws, rules and regulations. As a recipient of federal financial assistance under this AGREEMENT, the CITY shall comply with all

applicable state and federal statutes, regulations, executive orders and guidelines, including but not limited to the following:

- A. The CITY must comply with the Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, 42 U.S.C. 12101 et seq. and its implementing regulations also referred to as the ADA 28 CFR Part 35. The ADA provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications.
- B. The CITY shall comply with and the COUNTY is not responsible for determining compliance with, any and all applicable federal, state and local laws, regulations, executive orders, OMB Circulars and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Services (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Person (RCW 70.92), and safety and health regulations.

The CITY shall comply with all applicable federal/state non-discrimination laws, regulations and policies. No person shall on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded in whole or in part, under this AGREEMENT.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the CITY, the COUNTY may rescind, cancel or terminate the AGREEMENT in whole or in part in its sole discretion. The CITY is responsible for all costs or liability arising from its failure to comply with application laws, regulations, executive orders, OMB Circulars or policies.

SECTION NO. 6: EQUAL OPPORTUNITY TREATMENT FOR FAITH-BASED ORGANIZATIONS

The CITY agrees to comply with the applicable requirements of 28 CFR Part 38.

SECTION NO. 7: NEW CIVIL RIGHTS PROVISION

The CITY shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this AGREEMENT.

SECTION NO. 8: LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

The CITY must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. Department of Homeland Security (DHS) published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. Assistance and information regarding language access obligations can be accessed at DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

SECTION NO. 9: EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

The CITY will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If the CITY is not required to formulate an EEOP, it will submit a certificate form to the Office of Civil Rights (OCR) and the COUNTY indicating that it is not required to develop an EEOP.

If the CITY is required to develop an EEOP but not required to submit the EEOP to the OCR, the CITY will submit a certification to the OCR and the COUNTY certifying that it has an EEOP on file which meets the applicable requirements. If the CITY is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR and the COUNTY. Non-profit organizations, federally recognized Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form will also be submitted to the COUNTY. Information about civil rights obligations of grantees can be found at <http://www.opj.usdoj.gov/ocr/>.

SECTION NO. 10: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

- A. The CITY, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this AGREEMENT, 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 or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. 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 (A)(2) of this section; and
 4. Have not within a three (3) year period preceding the signing of this AGREEMENT had one or more public transactions (Federal, state, or local) terminated for cause of default.
- B. Where the CITY is unable to certify to any of the statements in this AGREEMENT, the CITY shall attach an explanation to this AGREEMENT.
- C. The CITY 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, unless authorized by the COUNTY.
- D. The CITY further agrees by signing this AGREEMENT that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier grantee certifies, by signing this AGREEMENT 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.
 - b) Where the lower tier grantee is unable to certify to any of the statements in this AGREEMENT, such grantee shall attach an explanation to this AGREEMENT.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the COUNTY for assistance in obtaining a copy of these regulations.

SECTION NO. 11: COMPENSATION/REIMBURSEMENT/INVOICING PROCEDURES

- A. The COUNTY shall reimburse the CITY an amount up to and will not exceed One Million Six Hundred Thousand Dollars (\$1,600,000.00). This reimbursement amount is based upon the budget line items set forth in Exhibit "B", attached hereto and incorporated herein by reference.
- B. The COUNTY shall make no payments in advance or in anticipation of goods or services to be provided under this AGREEMENT. The CITY shall not invoice the COUNTY in advance of delivery and invoicing of such goods or services.

- C. The CITY will submit reimbursement requests to the COUNTY by detailing the expenditures for which reimbursement is sought and payment for the expenditures will only occur if the request is submitted with the appropriate supporting documentation, including, but not limited to timesheets and time/effort certifications. Requests for reimbursement shall be directed to:

Kari Grytdal, Grants Administrator
Spokane County
1116 West Broadway
Spokane WA 99260

Payment shall be considered timely if made by the COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CITY.

SECTION NO. 12: SINGLE AUDIT ACT REQUIREMENTS

- A. Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term “non-federal entity” means a State, local government, Indian tribe, institution of higher education, or non-profit organization, that carries out a federal award as a recipient or subrecipient.
- B. If the CITY is required to have an audit, it must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The CITY has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor’s Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.
- C. The CITY shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records. CITY is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.
- D. The CITY must respond to the COUNTY’s requests for information or corrective action concerning audit issues or findings within thirty (30) days of the date of request. The COUNTY reserves the right to recover from the CITY all disallowed costs resulting from the audit.
- E. Once the single audit has been completed and if it includes any audit findings, the CITY must send a full copy of the audit and its corrective action plan to the COUNTY at the following addresses no later than nine (9) months after the end of the CITY’s fiscal year(s):

**Kari Grytdal
Grants Administrator
Spokane County
1116 W. Broadway
Spokane, WA 99260**

- F. If the CITY claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the CITY must send a completed “2 CFR Part 200 Subpart F Audit Certification Form” to the COUNTY at the address listed above identifying this AGREEMENT and explaining the criteria for exemption no later than nine (9) months after the end of the CITY’s fiscal year(s).
- G. The COUNTY retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.
- H. The CITY shall include the above audit requirements in any sub-contracts.
- I. Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this AGREEMENT. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the CITY’s failure to comply with said audit requirements may result in one or more of the following actions in the COUNTY’s sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted.

SECTION NO. 13: VENUE STIPULATION

This AGREEMENT shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the state of Washington. Venue of any suit between the PARTIES arising out of this AGREEMENT shall be the Superior Court of Spokane County, Washington. The CITY, by execution of this AGREEMENT acknowledges the jurisdiction of the courts of the State of Washington.

SECTION NO. 14: SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this AGREEMENT or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the AGREEMENT, which can be given effect without the invalid provision. To this end, the terms and conditions of this AGREEMENT are declared severable.

SECTION NO. 15: AMENDMENTS AND MODIFICATIONS

The CITY and/or the COUNTY may request, in writing, an amendment or modification of this AGREEMENT. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the COUNTY and the CITY. No other understandings or agreements, written or oral, shall be binding on the parties.

SECTION NO. 16: CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the CITY hereby certifies that to the best of its’ knowledge and

belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the CITY to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this AGREEMENT, the CITY will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the CITY will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

SECTION NO. 17: TAXES, FEES, AND LICENSES

Unless otherwise provided in this AGREEMENT, the CITY shall be responsible for, paying and maintaining the current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the CITY required by statute or regulation that are applicable to the AGREEMENT performance.

SECTION NO. 18: CONFLICT OF INTEREST

No officer or employee or governing body member of the COUNTY or the CITY exercising any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this AGREEMENT.

The COUNTY may, in its sole discretion, by written notice to the CITY terminate this AGREEMENT if it is found after due notice and examination by the COUNTY that there is a violation of the Conflict of Interest provisions contained within this AGREEMENT.

In the event this AGREEMENT is terminated as provided above, the COUNTY shall be entitled to pursue the same remedies against the CITY as it could pursue in the event of a breach of the AGREEMENT by the CITY. The rights and remedies of the COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the COUNTY makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this AGREEMENT.

SECTION NO. 19: SUBCONTRACTORS

Prior to the execution of any Subcontractor AGREEMENT related to this AGREEMENT, the CITY shall send to the COUNTY a copy of the proposed AGREEMENT for review and approval.

If the Subcontractor AGREEMENT is approved, the CITY shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to the subcontracts. For cause, the COUNTY may in writing: (a) require the CITY to amend its subcontracting procedures as they relate to this AGREEMENT; (b) prohibit the CITY from subcontracting with a particular person or entity; or (c) require the CITY to rescind or amend the subcontract related to this AGREEMENT.

Every subcontract prepared by the CITY regarding this AGREEMENT shall bind the Subcontractor to follow all applicable terms of this AGREEMENT. The CITY shall be responsible to the COUNTY if the Subcontractor fails to comply with any applicable term or condition of this AGREEMENT. The CITY shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this AGREEMENT. In no event shall the existence of a subcontract operate to release or reduce the liability of the CITY to the COUNTY for any breach in the performance of the CITY' duties.

Every subcontract written related to this AGREEMENT shall include a term that the COUNTY is not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

SECTION NO. 20: PROCUREMENT

The CITY shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and any the CITY procurement policies and procedures.

SECTION NO. 21: DISPUTE RESOLUTION

Except as otherwise provided in this AGREEMENT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. For the purpose of this AGREEMENT, disputes shall not include the following: 1) failure to fulfill in a timely and proper manner the obligations contain within this AGREEMENT, 2) financial insolvency or in a financial condition so as to endanger the performance contained within the AGREEMENT and 3) violation of any laws or regulations that renders the CITY unable to perform any aspect of the AGREEMENT. A request for a dispute resolution panel shall be in writing, state the disputed issues, state the relative positions of the parties and be sent to all parties. The panel shall consist of a representative appointed by the COUNTY, a representative by the CITY and a third party mutually agreed upon by both parties, who shall be a member in good standing of the Washington State Bar Association with a minimum of ten (10) years' experience. The panel shall by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its own attorney fees and costs and share equally the cost of the third panel member. The decision of the Panel shall be final and binding upon the parties. The Panel shall be governed by the duly promulgated rules and regulations of the American Arbitration Association or its successor, and the pertinent provisions of the laws of the State of Washington, relating to arbitration. The situs of any proceeding before the panel shall occur in Spokane County, Washington. The decision of the panel may be entered as a judgment in any court of the State of Washington or elsewhere.

SECTION NO. 22: INDEMNIFICATION

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY while acting within the scope of this AGREEMENT as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend,

or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The CITY agrees to protect, defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The CITY will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The COUNTY and the CITY agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any the COUNTY employees or agents or the CITY while performing work authorized under this AGREEMENT. For this purpose, the COUNTY and the CITY, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this AGREEMENT.

Neither the CITY or the COUNTY shall be personally liable for any act, or failure to act, in connection with this AGREEMENT, it is understood that in such matters they are acting solely as their own party to this AGREEMENT.

SECTION NO. 23: EXECUTION AND APPROVAL

The signatories to this AGREEMENT represent that they have the authority to bind their respective organizations to this AGREEMENT. Only the PARTIES' authorized representatives shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this AGREEMENT. Any alteration, amendment, modification, or waiver of any clause or condition of this AGREEMENT is not effective or binding unless made in writing and signed by both PARTIES' authorized representatives. Further, only the Authorized Signature representatives or the designee of the Authorized Signature representative shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans and other requests, certifications and documents authorized by or required under this AGREEMENT.

SECTION NO. 24: LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT and prior to normal completion or end date, the COUNTY may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the AGREEMENT as a "Termination for Cause" without providing the CITY an opportunity to cure. Alternatively, the PARTIES may renegotiate the terms of this AGREEMENT under "Amendments and Modifications" to comply with new funding limitations and conditions, although the COUNTY has no obligation to do so.

SECTION NO. 25: NONASSIGNABILITY

Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by the CITY.

SECTION NO. 26: NOTICES

Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth on the FACE SHEET of this AGREEMENT for such Party, or at such other address as either Party shall from time-to-time designate by notice in writing to the other Party.

SECTION NO. 27: POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

SECTION NO. 28: RECORDS

- A. The CITY agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the CITY' contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this AGREEMENT (the "records").
- B. The CITY's records related to this AGREEMENT and the projects funded may be inspected and audited by the COUNTY and/or its designee, by the Office of the State Auditor, or by other state or federal officials authorized by law, for the purposes of determining compliance by the CITY with the terms of this AGREEMENT and to determine the appropriate level of funding to be paid under the AGREEMENT.
- C. The records shall be made available by the CITY for such inspection, and audit together with suitable space for such purpose, at any and all times during the CITY's normal working day.
- D. The CITY shall retain and allow access to all records related to this AGREEMENT and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this AGREEMENT.

SECTION NO. 29: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - 1. All material provided to the CITY by the COUNTY that is designated as "confidential" by the COUNTY;
 - 2. All material produced by the CITY that is designated as "confidential" by the COUNTY; and

3. All personal information in the possession of the CITY that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The CITY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The CITY shall use Confidential Information solely for the purposes of this AGREEMENT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the COUNTY or as may be required by law. The CITY 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 CITY shall provide the COUNTY with its policies and procedures on confidentiality. The COUNTY may require changes to such policies and procedures as they apply to this AGREEMENT whenever the COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. The CITY shall make the changes within the time period specified by the COUNTY. Upon request, the CITY shall immediately return to the COUNTY any Confidential Information that the COUNTY reasonably determines has not been adequately protected by the CITY against unauthorized disclosure.
 - C. Unauthorized Use or Disclosure. The CITY shall notify the COUNTY 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.

SECTION NO. 30: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this AGREEMENT shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the Grant which is the basis of funding this AGREEMENT or any other approval or concurrence under this AGREEMENT. Provided, however, that reasonable fees for bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as costs.

SECTION NO. 31: PUBLICITY

The CITY agrees not to publish or use any advertising or publicity materials in which the COUNTY's name is mentioned, or language used from which the connection with the COUNTY's name may reasonably be inferred or implied, without the prior written consent of the COUNTY.

SECTION NO. 32: TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this AGREEMENT, the CITY may terminate this AGREEMENT by providing written notice of such termination to the COUNTY's Key Personnel identified in the AGREEMENT, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this AGREEMENT, the COUNTY, in its sole discretion and in the best interests of the COUNTY, may terminate this AGREEMENT in whole or in part by providing thirty (30) calendar days' written notice, beginning on the second day after mailing to the CITY. Upon notice of termination for convenience, the COUNTY reserves the right to suspend all or part of the AGREEMENT, withhold further payments pending calculation of any amounts owed CITY pursuant to Section No. 33 below, or prohibit the CITY from incurring additional obligations of funds. In the event of termination, the CITY shall be liable for all damages as authorized by law. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

SECTION NO. 33: TERMINATION OR SUSPENSION FOR CAUSE

In the event the COUNTY, in its sole discretion, determines the CITY has failed to fulfill in a timely and proper manner its obligations under this AGREEMENT, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that renders the CITY unable to perform any aspect of the AGREEMENT, or has violated any of the covenants, agreements or stipulations of this AGREEMENT, the COUNTY has the right to immediately suspend or terminate this AGREEMENT in whole or in part.

The COUNTY shall, except as otherwise provided herein, notify the CITY in writing of the need to take corrective action and provide a period of time in which to cure. The COUNTY is not required to allow the CITY an opportunity to cure if it is not feasible as determined solely within the COUNTY'S discretion. Any time allowed for cure shall not diminish or eliminate the CITY's liability for damages or otherwise affect any other remedies available to the COUNTY. If the COUNTY allows the CITY an opportunity to cure, the COUNTY shall notify the CITY in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the COUNTY, or if such corrective action is deemed by the COUNTY to be insufficient, the AGREEMENT may be terminated in whole or in part.

The COUNTY reserves the right to suspend all or part of the AGREEMENT, withhold further payments, pending calculation of any amounts owed the CITY pursuant to Section No. 34 below, or prohibit the CITY from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the CITY, if allowed, or pending a decision by the COUNTY to terminate the AGREEMENT in whole or in part. In the event of termination for cause, the CITY shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original AGREEMENT and the replacement or cover AGREEMENT and all administrative costs directly related to the replacement AGREEMENT, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law. If it is determined that the CITY: (1) was not in default or material breach, or (2) failure to perform was outside of the CITY's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience."

SECTION NO. 34: TERMINATION PROCEDURES

In addition to the procedures set forth below, if the COUNTY terminates this AGREEMENT, the CITY shall follow any procedures specified in the termination notice. Upon termination of this

AGREEMENT and in addition to any other rights provided in this AGREEMENT, the COUNTY may require the CITY to deliver to the COUNTY any property specifically produced or acquired for the performance of such part of this AGREEMENT as has been terminated.

If the termination is for convenience, the COUNTY shall pay to the CITY an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the COUNTY prior to the effective date of AGREEMENT termination, the amount agreed upon by the CITY and the COUNTY for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the COUNTY, (iii) other work, services and/or equipment or supplies and services which are accepted by the COUNTY, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this AGREEMENT. If the termination is for cause, the COUNTY shall determine the extent of the liability of the COUNTY. The COUNTY shall have no other obligation to the CITY for termination. The COUNTY may withhold from any amounts due to the CITY such sum as the COUNTY determines to be necessary to protect the COUNTY against potential loss or liability. The rights and remedies of the COUNTY provided in this AGREEMENT shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the COUNTY in writing, the CITY shall:

- A. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
- B. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this AGREEMENT except as may be necessary for completion of such portion of the work under the AGREEMENT as is not terminated;
- C. Assign to the COUNTY, in the manner, at the times, and to the extent directed by the COUNTY, all of the rights, title, and interest of the CITY under the orders and sub-contracts so terminated, in which case the COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the COUNTY to the extent the COUNTY may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Complete performance of such part of the work as shall not have been terminated by the COUNTY in compliance with all contractual requirements; and
- F. Take such action as may be necessary, or as the COUNTY may require, for the protection and preservation of the property related to this AGREEMENT which is in the possession of CITY and in which the COUNTY has or may acquire an interest.

SECTION NO. 35: WAIVER

No conditions or provisions to this AGREEMENT can be waived unless approved in advance in writing. Either PARTY's failure to insist upon strict performance of any provision of the AGREEMENT or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this AGREEMENT.

SECTION NO. 36: UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The CITY is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this AGREEMENT. The CITY may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

SECTION NO. 37: INSURANCE

The CITY is self-insured. A letter from the City's Risk Manager can be provided upon request.

SECTION NO. 38: MONITORING

The COUNTY will monitor the activities of the CITY from the award date to closeout. The goal of the monitoring activities will be to ensure that the CITY, as an agency receiving federal pass-through funds, is in compliance with the federal grant award requirements as well as federal/state audit requirements. To document compliance with the 2 CFR Part 200 Subpart F requirements, the CITY shall complete and return to the COUNTY the attached Audit Certification Form which is incorporated herein and made part of this AGREEMENT. The Audit Certification Form must be signed each fiscal year thereafter until the completion of this AGREEMENT.

Monitoring activities performed by the COUNTY may include, but are not limited to:

- a. Review of financial and performance reports; and
- b. Review of reimbursement requests and supporting documentation, including time sheets as well time and effort certifications to ensure compliance with federal rules and regulations.

The CITY is required to pass on this monitoring language in all subcontract awards and to perform all monitoring activities regarding any subcontractors.

EXHIBIT “A”

STATEMENT OF WORK

On July 20, 2020, the Spokane Board of County Commissioners (BoCC) approved a \$700,000 allocation to the City of Spokane (CITY) from the CARES Act funding to improve homeless shelters located at 55 West Mission Avenue in Spokane, WA and 527 South Cannon, Spokane, WA. On October 5, 2020, the BoCC awarded an additional amount of \$900,000 to the City of Spokane for this project, for a total of \$1,600,000. These funds are necessary in order to provide care to the Spokane County homeless population in order to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions. The funding allocated to CITY will be used for eligible costs identified in section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Examples of the CARES Act allowable expenditures include, but are not limited to:

- Fund payments made for the expenses of establishing temporary public facilities, including related construction costs needed to implement mitigation of COVID-19 and comply with public health precautions by providing the ability to address social distancing;
- Remodel of the 55 West Mission Avenue property to accommodate the homeless population and be compliant with COVID-19 requirements; and
- Remodel of the 527 South Cannon Street property to accommodate the homeless population and be compliant with COVID-19 requirements.

Beginning in March 2020, when compliance orders from the State and the Spokane Regional Health District were released, the CITY has been working to safely shelter the vulnerable homeless population while maintaining overnight bed capacity by utilizing the Spokane Public Library. In May 2020, the CITY began using temporary shelter locations at the Spokane Arena and the Spokane County Community Services Building. As these are temporary locations, the CITY will remodel the 55 West Mission Avenue and the 527 South Cannon Street properties to provide a more cost-effective means to keeping the Spokane County homeless population safely separated and meets an immediate COVID-19 response public health need.

The CITY will provide updates regularly to the Spokane Board of County Commissioners regarding the CITY’s COVID-19 response work.

EXHIBIT “B”
BUDGET DETAIL

55 West Mission Remodel	Cost
Phase I renovations (demolition, flooring)	\$336,254
Phase II Demo and renovations (showers, toilets, laundry facilities)	\$374,756
Fencing	\$2,500
Security Cameras	\$22,700
Permit Fees	\$4,953
Solid Waste – Disposal of demolition	\$4,000
Shower Trailer including repairs to facilitate hot water	\$52,000
American Onsite - portable toilets during construction	\$3,500
Asbestos survey	\$4,059
Vendor electrical improvements	\$15,000
Estimated Subtotal	\$819,722

527 South Cannon Remodel

Phase I renovations (demolition, structural supports)	\$121,314
Phase II renovations (bathrooms, showers, kitchen, isolation room, laundry facilities, window replacement, ADA upgrades)	\$508,799
Fencing	\$6,000
New water service	\$35,000
Design Services - Structural Engineer, Architect, HVAC, Electrical Design	\$95,500
American Onsite - portable toilets during construction	\$1,500
Permit Fees	\$6,665
Solid Waste – Disposal of demolition	\$3,000
Asbestos survey	\$2,500
Estimated Subtotal	\$780,278

In order to be eligible for reimbursement, all expenses must include supporting documentation.

FATA FORM

Subrecipient Agency: 				
Grant and Year: 		Agreement Number: 		
Completed by: 				
<i>Name</i>		<i>Title</i>		<i>Telephone</i>
Date Completed: 				
STEP 1				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/>	GO to Step 2
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
STEP 5				
Executive #1	Name: 			
	Total Compensation amount: \$ 			
Executive #2	Name: 			
	Total Compensation amount: \$ 			
Executive #3	Name: 			
	Total Compensation amount: \$ 			
Executive #4	Name: 			
	Total Compensation amount: \$ 			
Executive #5	Name: 			
	Total Compensation amount: \$ 			
STEP 6				
If your organization does not meet these criteria, specifically identify below <u>each</u> criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

Signature: _____ **Date:** _____

* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

2 CFR Part 200 Subpart F Audit Certification Form
Audits of States, Local Governments, Indian Tribes and Non-Profit Organizations

Contact Information

Subrecipient Name: _____

Authorized Chief Financial Officer: _____

Address: _____

Email: _____

Phone #: _____

Purpose: As a pass-through entity of federal grant funds, SPOKANE COUNTY is required by 2 CFR Part 200 Subpart F to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and verify that subrecipients expending \$750,000 or more in federal awards during their fiscal year have met the 2 CFR Part 200 Subpart F Audit Requirements. Your entity is a subrecipient subject to such monitoring by SPOKANE COUNTY because it is a non-federal entity that expends federal grant funds received from SPOKANE COUNTY as a pass-through entity to carry out a federal program. 2 CFR Part 200 Subpart F should be consulted when completing this form.

Directions: As required by 2 CFR Part 200 Subpart F, non-federal entities that expend \$750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity **is not** subject to these requirements, you must complete Section A of this form. If your entity **is** subject to these requirements, you must complete Section B of this form. When completed, you must sign, date and return this form with your grant agreement and every fiscal year thereafter until the grant agreement is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F

Our entity is not subject to the requirements of 2 CFR Part 200 Subpart F because (check all that apply):

- ☐ We did not expend \$750,000 or more of *total* federal awards during the fiscal year.
- ☐ We are a for-profit agency.
- ☐ We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that SPOKANE COUNTY may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

SECTION B: Entities that ARE subject to the requirements of 2 CFR Part 200 Subpart F

(Complete the information below and check the appropriate box)

- ☐ We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date] _____. There were no findings related to federal awards from SPOKANE COUNTY. No follow-up action is required by SPOKANE COUNTY as the pass-through entity. **A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the SPOKANE COUNTY Office of Financial Assistance, is enclosed or is available online at:**
http://www:_____.
- ☐ We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date] _____. There were findings related to federal awards.
A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the SPOKANE COUNTY Office of Financial Assistance, is enclosed or is available online at:
http://www:_____.
- ☐ Our completed 2 CFR Part 200 Subpart F Audit will be available on [enter date] _____ for Fiscal Year ending [enter date] _____. We will forward a copy of the audit report to SPOKANE COUNTY Office of Financial Assistance at that time or provide the state auditor report number:_____.

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal grant funds from SPOKANE COUNTY until the grant agreement contract is closed.

Signature of Authorized Financial Official: _____ Date: _____

Print Name & Title: _____

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:	
Address:	
Is agency a; <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number:	Vendor Number (only if direct recipient)
Name and Title of Contact Person:	
Telephone Number:	E-Mail Address:

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION CERTIFICATION FORM

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:

This certification is submitted as part of a request to contract.

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____ **Date:** _____

Print Name and Title: _____



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 10/21/2020 **Type of expenditure:** Goods ☐ Services ☒

Department: CHHS

Approving Supervisor: Tim Sigler

Amount of Proposed Expenditure: N/A - Grant Revenue Item

Funding Source: Spokane County CARES Act Funds

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

This item is for the approval of a grant award (revenue) - form is included as a required attachment. Expenditure control forms will be completed for all subawards issued per City policy.

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

FIRST AMENDMENT OF
PURCHASE AND SALE AGREEMENT

This First Amendment ("Amendment") is entered into as of _____ (the "Effective Date"), by and between the CITY OF SPOKANE, a Washington municipal corporation ("Seller"), and GONZAGA HAVEN LLC, a Washington limited liability company ("Buyer"), jointly referred to as "Parties".

Whereas, the Parties previously entered into a Purchase and Sale Agreement having an effective date of January 14, 2020 for the sale and purchase of property located on E North Foothills Drive (the "Agreement"); and

Whereas, the parties wish to amend the Agreement to in order for the Seller to reserve a small area at southwest corner of the property for planned street intersection improvements;

NOW, THEREFORE, the parties agree as follows:

1. CONTRACT DOCUMENTS. The Agreement and 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 for elsewhere in this Amendment.

2. AMENDMENT. Exhibit "A" is amended as follows:

a. ROW Easement. To provide that the City reserves the following portion of the property for use as public right-of-way and all uses incidental thereto:

A portion of lot 1 of Block 45 of Wolverton and Conlan's Addition as recorded in Book B Page 59 of plats in Spokane County, Washington being more particularly described as follows:

Beginning at the southwest corner of said Lot 1 of said block 45; thence N 2°11'58"W along the west line of said lot 1 a distance of 13.00 feet; thence S 44°58'24" E – 8.11 feet; thence S 2°08'16" E – 7.00 feet to the south line of said lot 1; thence S 87°18'32" W - 5.50 feet to the point of beginning and terminus point for this description.

Situate in the County of Spokane, City of Spokane, state of Washington, and as depicted in attached Exhibit 1.

- b. Temporary Construction Easement. To provide that the City reserves a temporary construction easement to accommodate construction of the certain right-of-way improvements over and across those portions of the property described as follows:

A portion of lot 1 of Block 45 of Wolverton and Conlan's Addition as recorded in Book B Page 59 of plats in Spokane County, Washington being more particularly described as follows:

Beginning at the southwest corner of said Lot 1 of said block 45; thence N 2°11'58"W along the west line of said lot 1 a distance of 18.00 feet; thence N 87°18'32" E – 2.00 feet; thence S 44°58'24" E – 12.3 feet; thence S 2°08'16" E – 9.00 feet to the south line of said lot 1; thence S 87°18'32" W – 10.50 feet to the point of beginning and terminus point for this temporary construction easement.

Situate in the County of Spokane, City of Spokane, state of Washington, and depicted in attached Exhibit 1. Said easement to terminate upon Seller's completion of those public right-of-way improvements contemplated as part of the 2010056 Hamilton Intersection Improvement project.

- c. Vacated Nevada Street Adjacent to Fire Station No. 2. To provide that the Property Seller will convey to Buyer at closing shall include those portions of Nevada Street vacated by Ordinance C35926 adjacent to Lots 1, 2, and 3 Block 44 Wolverton & Conlan's Addition.

3. AMENDMENT. Per paragraph 5.5.3, Buyer has agreed to pay Seller an additional twelve thousand five hundred and 00/100 dollars (\$12,500.00).

4. AMENDED CLOSING DATE. Paragraph 6, Closing Date, is amended to provide that the transaction will close on or before December 1, 2020 but not before November 17, 2020 (the amended "Closing Date"). If the transaction does not close on or before the amended Closing Date, or any later date mutually agreed to in writing by Buyer and Seller, Escrow Agent will immediately terminate the escrow and return all documents to the party that deposited them.

In witness whereof, the Buyer and Seller have signed this Amendment effective as of the date first hereinabove written.

[SELLER]
CITY OF SPOKANE

By: _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

[BUYER]
GONZAGA HAVEN LLC

By: _____

Its: _____

STATE OF WASHINGTON :
:ss.
County of Spokane :

On this ____ day of _____, 2020, before me personally appeared _____, and _____, to me known to be the Mayor/City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State
of Washington, residing at Spokane
My Appointment expires _____

STATE OF WASHINGTON :
 :ss.
County of Spokane :

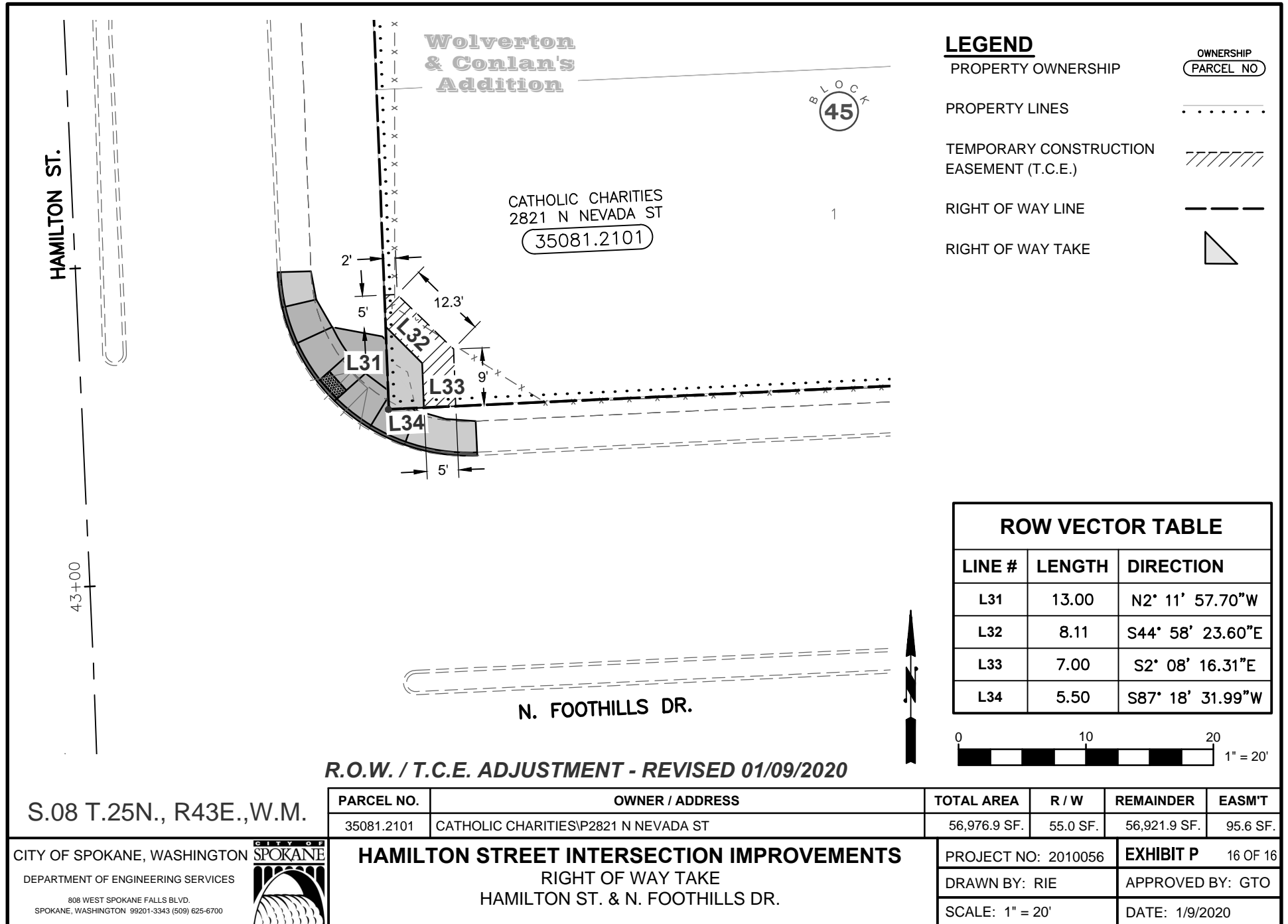
On this ____ day of _____, 2020, before me personally
appeared _____, to me known to be the
_____ of Gonzaga Haven LLC, that executed the within and
foregoing instrument, and acknowledged the said instrument to be the free and
voluntary act and deed of the limited liability company, for the uses and
purposes therein mentioned, and on oath stated that he was authorized to
execute said instrument and that the seal affixed is the corporate seal of said
corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the
day and year first above written.

Notary Public in and for the State
of Washington, residing at Spokane
My Appointment expires _____

Exhibit 1

Drawing of Area Reserved for Public Right-of-Way
and Temporary Construction Easement





Agenda Sheet for City Council Meeting of:
10/19/2020

Date Rec'd	10/15/2020
Clerk's File #	ORD C35957
Renews #	
Cross Ref #	OPR 2020-0757
Project #	
Bid #	
Requisition #	

Submitting Dept	MUNICIPAL COURT
Contact Name/Phone	SETH HACKENBERG X4146
Contact E-Mail	SHACKENBERG@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	0560 - SBO BJA EXPANSION GRANT COMMUNITY COURT

Agenda Wording

Amending Ordinance No. C-35857 to add revenue and expenditure accounts to the Municipal Court budget for the Community Court Grant through the Bureau of Justice Assistance (BJA).

Summary (Background)

The Bureau of Justice Assistance has selected The City of Spokane Municipal Court to expand the community court services in to the East Central neighborhood. The SBO will fund a poverty alleviation/treatment case manager project employee.

<u>Fiscal Impact</u>	Grant related? YES Public Works? NO	<u>Budget Account</u>
Revenue	\$ 166,048	# 0560-91202-99999-33316-99999
Expense	\$ 166,048	# 0560-91202-12500-5xxxx-99999
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DELANEY, HOWARD	<u>Study Session\Other</u>	10/05/20 PSCHC
<u>Division Director</u>	ANTUSH, MATTHEW	<u>Council Sponsor</u>	CP BREEN BEGGS
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	hdelaney@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	mlogan@spokanecity.org	
<u>Additional Approvals</u>		mantush@spokanecity.org	
<u>Purchasing</u>		shackenberg@spokanecity.org	
<u>BUDGET</u>	INGIOSI, PAUL	rkokot@spokanecity.org	
<u>GRANTS & CONTRACT MGMT</u>	BROWN, SKYLER	dcoley@spokanecity.org	



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 10/13/20

Type of expenditure: Goods ☐ Services ☒

Department: MUNICIPAL COURT

Approving Supervisor: HOWARD DELANEY

Amount of Proposed Expenditure: \$166,048

Funding Source: DEPARTMENT OF JUSTICE (DOJ) OFFICE OF 

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

This grant will cover expansion into the East Central Neighborhood, particularly the hiring of a Social Service Navigator that will assist court participants in accessing services and maintaining contact with service providers. This contact is key to success and the Social Service Navigator position will allow more participants to remain in better contact with service providers.

What are the impacts if expenses are deferred?

It will become more difficult to help participants access services - lack of access to services is a key barrier that all participants in Community Court face.

What alternative resources have been considered?

Donations from outside sources; however, this type of funding is not stable enough to support a position.

Description of the goods or service and any additional information?

Social Service Navigator will help participants maintain contact with social service providers and act as a de facto case manager for participants who are in need of the extra support.

JustLead will provide training to support the Court Team in better understanding systemic racism and structural racism both in society and the justice system.

Person Submitting Form/Contact: Seth Hackenberg/shackenberg@spokanecity 

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

ORDINANCE NO. C35957

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

FROM:	0560-91202	General Fund – Municipal Court	
	99999-33316	Department of Justice	<u>\$ 166,048</u>
TO:	0560-91202	General Fund – Municipal Court	
	12500-00850	Project Employee	\$ 88,240
	12500-52110	FICA	6,752
	12500-52310	Medical	25,276
	12500-52320	Admin Fees	360
	12500-54101	Professional Services	15,000
	12500-54401	Airfare	14,184
	12500-54407	Lodging	11,124
	12500-54408	Per Diem	<u>5,112</u>
			<u>\$ 166,048</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget the Department of Justice Grant for the East Central Community Court Project, 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:**

11/02/2020

Date Rec'd

10/20/2020

Clerk's File #

ORD C35959

Renews #**Cross Ref #****Submitting Dept**

FINANCE & ADMIN

Contact Name/Phone

PAUL INGIOSI 625-6061

Project #**Contact E-Mail**

PINGIOSI@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

0410 - SBO FOR CITY SHARE OF PUBLIC UTILITIES PROPERTY SALE

Agenda Wording

To fulfill funding obligation of the City to Utilities for sale of asset.

Summary (Background)

On December 16, 2019, the City Council held a public hearing regarding the sale of real property, known as the North Foothills Triangle. The Purchase and Sale Agreement was entered into on January 14, 2020, between the City Council and Gonzaga Haven, LLC. There was a \$512,000 difference between the purchase price and Fair Market Value of the property. This SBO moves \$500,000 from the General Fund Unappropriated Reserves to the Water Fund. The balance will be paid by Gonzaga Haven, LLC.

Fiscal Impact

Grant related? NO

Public Works? YES

Budget Account

Expense \$ 500,000

0980-89000-97193-80101

Revenue \$ 500,000

4100-42410-99999-39710

Select \$

#

Select \$

#

Approvals**Dept Head**

HUGHES, MICHELLE

Council Notifications**Study Session\Other**Finance Committee,
10/19/20**Division Director**

WALLACE, TONYA

Council Sponsor

Council President Beggs

Finance

HUGHES, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing****BUDGET**

INGIOSI, PAUL

Briefing Paper

Finance & Administration Committee

Division & Department:	Finance Division – Budget Office
Subject:	SBO - Public Utilities Property Sale to Gonzaga Haven
Date:	October 19, 2020
Author (email & phone):	Paul Ingiosi (pingiosi@spokanecity.org / 625-6061)
City Council Sponsor:	Council President Beggs
Executive Sponsor:	Tonya Wallace, CFO
Committee(s) Impacted:	Finance & Administration Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	October 31, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Fulfill funding obligation of the City to Utilities for sale of asset.
<p><u>Background/History:</u></p> <p>On December 16, 2019, the City Council held a public hearing regarding the sale of real property commonly known as the North Foothills Triangle. The Purchase and Sale Agreement was entered into on January 14, 2020, between the City Council and Gonzaga Haven, LLC. This property is currently used for employee parking and city office space.</p> <p>The Fair Market Value of the property was determined to be \$1,062,500 which was the average of 2 independent appraisals. However, the agreed purchase price is \$550,000. Therefore, the difference of \$512,500 must be made up. It is proposed that the General Fund contribute \$500,000 from Unappropriated Reserves and Gonzaga Haven, LLC. Contribute \$12,500.</p> <p>The transaction is scheduled to close on Oct. 31, 2020.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> North Foothills property is an asset of the water utilities fund acquired from user fees. North Foothills property is to be sold and closed by Oct. 31, 2020. All proceeds of such sale are due the water utilities fund. City Council agreed to sale property to Gonzaga Haven, LLC for \$550,000 and negotiate any difference between the purchase price and fair market value. Fair market value is \$1,062,500. Proposal to fund the \$512,500 from a transfer of \$500,000 from the General Fund Unappropriated Reserves and an additional \$12,500 from Gonzaga Haven, LLC. 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impact: There will be a cost incurred for the relocation and construction of employee parking and office space.

Consistent with current operations/policy?

☒

Yes

☐

No

Requires change in current operations/policy?

☐

Yes

☒

No

Specify changes required:

Known challenges/barriers:



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

ORDINANCE NO C35959

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 General Fund and Water & Hydroelectric Services Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0100-99999 99999	General Fund Unappropriated Reserves	<u>\$ 500,000</u>
-------	---------------------	--------------------------------------	-------------------

TO:	0980-89000 97193-80101	Allocations Operating Transfers Out	<u>\$ 500,000</u>
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Section 2. That in the budget of the Water & Hydroelectric Fund, and the budget annexed thereto, the following changes be made:

FROM:	4100-42410 99999-39710	Water & Hydroelectric Fund Transfer from General Fund	<u>\$ 500,000</u>
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TO:	4100-99999 99999	Water & Hydroelectric Fund Unappropriated Reserves	<u>\$ 500,000</u>
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Section 3. 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 fulfill funding obligation of the City to the Water & Hydroelectric Fund based on the sale of existing parking lot to Gonzaga Haven LLC (OPR 2019-1100), 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:

11/02/2020

Date Rec'd	10/21/2020
Clerk's File #	ORD C35967
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	TIM SIGLER 625-6055
Contact E-Mail	TSIGLER@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	1680 - SBO FOR SPOKANE COUNTY CARES FUNDING FOR SHELTER IMPROVEMENTS

Agenda Wording

CHHS is requesting approval of the attached SBO related to Federal CARES Act funding from Spokane County to improve homeless shelters.

Summary (Background)

On July 20, 2020, the Spokane Board of County Commissioners (BoCC) approved a \$700,000 allocation to the City of Spokane from the CARES Act funding to improve homeless shelters located at 55 West Mission Ave and 527 South Cannon, Spokane, WA. On October 5, 2020, the BoCC awarded an additional amount of \$900,000 to the City of Spokane for this project, totaling \$1,600,000. These funds are necessary in order to provide care to the Spokane County homeless population in order to mitigate COVID-19.

Fiscal Impact	Grant related? YES Public Works? NO	Budget Account
Revenue	\$ 1,600,000.00	# 1700-95582-99999-33321-99999
Expense	\$ 1,600,000.00	# 1700-95582-65410-54999-99999
Select	\$	#
Select	\$	#
Approvals		Council Notifications
Dept Head	SIGLER, TIMOTHY	Study Session\Other 10/15/2020
Division Director	CORTRIGHT, CARLY	Council Sponsor Council President Beggs
Finance	HUGHES, MICHELLE	Distribution List
Legal	PICCOLO, MIKE	sstopher@spokanecity.org
For the Mayor	ORMSBY, MICHAEL	tsigler@spokanecity.org
Additional Approvals		tdanzig@spokanecity.org
Purchasing		chhsgrants@spokanecity.org
BUDGET	INGIOSI, PAUL	chhsaccounting@spokanecity.org
GRANTS & CONTRACT MGMT	STOPHER, SALLY	

Briefing Paper

Spokane County CARES Act Funding

Division & Department:	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
Subject:	County CARES Funding Contract & SBO
Date:	10/14/2020
Author (email & phone):	Tim Sigler – tsigler@spokanecity.org / 625-6055
City Council Sponsor:	Council President Beggs
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document)	2020-2025 Strategic Plan to Prevent and End Homelessness
Strategic Initiative:	Safe & Healthy - Reduce Homelessness
Deadline:	10/26/2020
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting approval of a revenue contract for CARES Act funding from Spokane County and the associated SBO for budget capacity.
Background/History: On July 20, 2020, the Spokane Board of County Commissioners (BoCC) approved a \$700,000 allocation to the City of Spokane (CITY) from the CARES Act funding to improve homeless shelters located at 55 West Mission Avenue in Spokane, WA and 527 South Cannon, Spokane, WA. On October 5, 2020, the BoCC awarded an additional amount of \$900,000 to the City of Spokane for this project, for a total of \$1,600,000. These funds are necessary in order to provide care to the Spokane County homeless population in order to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions. The funding allocated to CITY will be used for eligible costs identified in section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").	
Executive Summary: <ul style="list-style-type: none"> Beginning in March 2020, when compliance orders from the State and the Spokane Regional Health District were released, the CITY has been working to safely shelter the vulnerable homeless population while maintaining overnight bed capacity by utilizing the Spokane Public Library. In May 2020, the CITY began using temporary shelter locations at the Spokane Arena and the Spokane County Community Services Building. As these are temporary locations, the CITY will remodel the 55 West Mission Avenue and the 527 South Cannon Street properties to provide a more cost-effective means to keeping the Spokane County homeless population safely separated and meets an immediate COVID-19 response public health need. The CITY will provide updates regularly to the Spokane Board of County Commissioners regarding the CITY's COVID-19 response work. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Spokane County CARES Act Funding 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	

ORDINANCE NO C35967

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 Community Development 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 Community Development Grants Fund, and the budget annexed thereto with reference to the Miscellaneous Community Development Grants Fund, the following changes be made:

FROM:	1700-95582- 99999-33321	CARES Act 19 County	<u>\$ 1,600,000</u>
TO:	1700-95582- 65410-54999	CARES Act 19 County	<u>\$ 1,600,000</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 receive CARES funds from Spokane County for capital expenditures related to emergency homeless housing solutions at the Mission and Cannon locations, 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



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 10/21/2020 **Type of expenditure:** Goods ☐ Services ☒

Department: CHHS

Approving Supervisor: Tim Sigler

Amount of Proposed Expenditure: N/A - Grant Revenue Item

Funding Source: Spokane County CARES Act Funds

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

This item is for the approval of a grant award (revenue) - form is included as a required attachment. Expenditure control forms will be completed for all subawards issued per City policy.

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

Agenda Sheet for City Council Meeting of* <div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">11/02/2020</div> <div style="border: 1px solid black; padding: 2px 5px;">▼</div> </div> Briefing date: 10/26/2020 Status: COUNCIL REVIEW		? Date Rec'd <small>(Clerk use only)</small>	10/21/2020
		? Clerk's File #	RES 2020-0080
		? Renewals #	
		? Cross Ref #	
Submitting Dept*:	CITY COUNCIL ▼	? Project #	
Contact Name & Phone*:	BRIAN MCCLATCHEY 625-6210	? Bid #	
? Contact E-Mail*	BMCCLATCHEY@SPOKANECITY.ORG	? Requisition #	
? Add'l Docs Attached? <input checked="" type="checkbox"/>	Resolutions ▼		
? Agenda Item Name: Begin with Dept # 0320 - RESOLUTION CONDEMNING PRIVATE ARMED MILITIAS PI			
? Agenda Wording*: (21 character max) <input type="checkbox"/> Additional attached? <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> A resolution condemning private armed militia groups, reiterating that their presence and organization is unlawful under Washington state law, and clarifying that such groups have no sanction or commission of the City of Spokane. </div>			
? Summary (Background)*: (0 character max.) <input type="checkbox"/> Additional attached? <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> Art. I, Sec. 24 of Washington's Constitution does not "authoriz[e] individuals or corporations to organize, maintain or employ an armed body of men." RCW 35.48.120 prohibits private armed militias, and RCW 9A.48.120(1) prohibits the use of techniques in furtherance of civil disorder. Recent peaceful protests have been accompanied by groups of armed militias which appear to be in direct violation of state law. This resolution requests enforcement of the law and reiterates and publicizes the law. </div>			
? Fiscal Impact		Budget Account <input type="checkbox"/> Additional attached?	
Grant related? Yes <input type="radio"/> No <input checked="" type="radio"/> Public Works? Yes <input type="radio"/> No <input checked="" type="radio"/>			
Neutral ▼ \$		#	
Select ▼ \$		#	
Select ▼ \$		#	
Select ▼ \$		#	
? Approvals		? Council Notifications (Date) <input type="checkbox"/> None	
Dept Head	MCCLATCHEY, BRIAN	Study Session / Other	PSCH Comm., 11/2/2020
Division Director		Council Sponsor	CMs Burke and Stratton
Finance	WALLACE, TONYA	? Distribution List (Emails preferred) <input type="checkbox"/> Additional?	
Legal	PICCOLO, MIKE		
For the Mayor	ORMSBY, MICHAEL		
? Additional Approvals			
Purchasing			
Select Dept 1 ▼			
Select Dept 2 ▼			
Select Dept 3 ▼			

Save

Cancel

View Related Documents

RESOLUTION NO. 2020-0080

A Resolution condemning the organization and assembly of private armed militia groups which are prohibited under state law.

WHEREAS, Article X of Washington's constitution provides for the formation and maintenance of an organized state militia, under civilian control, for the defense of the state and its people; and

WHEREAS, since 1881, the City of Spokane has had a regular, uniformed police force, which is highly trained and equipped, fully capable of keeping the peace and addressing crime, and which has the full support of the people of Spokane and of the City's elected officials; and

WHEREAS, Washington's constitution, Art. I, Section 24, provides: "The right of the individual citizen to bear arms in defense of himself, or the state, shall not be impaired, but *nothing in this section shall be construed as authorizing individuals or corporations to organize, maintain or employ an armed body of men.*" (emphasis added); and

WHEREAS, Washington state law provides that "[n]o organized body other than the recognized militia organizations of this state, armed forces of the United States, students of educational institutions where military science is a prescribed part of the course of instruction or bona fide veterans organizations shall associate themselves together as a military company or organize or parade in public with firearms . . . Any person participating in any such unauthorized organization shall be guilty of a misdemeanor." RCW 38.40.120; and

WHEREAS, state law also makes it a class B felony to "teach[] or demonstrate[] to any other person the use, application or making of any device or technique capable of causing significant bodily injury or death to persons, knowing, or having reason to know or intending that same will be unlawfully employed for use in, or in furtherance of, civil disorder", and defines "civil disorder" as "any public disturbance involving acts of violence that is intended to cause an immediate danger of, or to result in, significant injury to property or the person of any other individual." RCW 9A.48.120(1) and (5)(a); and

WHEREAS, it is becoming increasingly common for armed private militia groups, going by various names, the members of which dress up in military-style clothing and equipment, and carry firearms, including long guns such as AR-15s, to appear at or near peaceful, unarmed marches, and protests, and demonstrations, and that presence creates fear and intimidation; and

WHEREAS, for example, in May, 2020, thousands of people marched and protested in downtown Spokane in protest of the killing of George Floyd, and several groups of private armed militias appeared downtown, some of whom claimed that downtown businesses had requested their armed presence to protect private property; and

WHEREAS, based on the plain language of RCW 38.40.120, the City Council believes that the appearance of armed private militias marching with firearms, including rifles such as AR-15s, during the protests in May, 2020 were crimes under state law; and

WHEREAS, community members and organizations have asked the City Council for assurance that they will be free from intimidation and/or violence perpetrated by or threatened by armed private militias in violation of state law; and

WHEREAS, aside from the legal prohibitions stated above, there is a strong public policy interest against allowing private armed militia groups, which is that doing so undermines civil order, reduces the actual and perceived safety of all people, and sows distrust and undermines the public confidence in the sworn, uniformed women and men who serve our community as police officers by allowing private armed militia groups to take the law into their own hands or appear to do so by appearing in public as armed private groups.

NOW THEREFORE, BE IT RESOLVED that the City of Spokane condemns the public presence of private armed militia groups, reiterates that their presence and organization is unlawful under Washington's Constitution and Revised Code of Washington, and wishes to make clear that none of these private armed militia groups have or shall receive any type of commission or sanction of the City of Spokane.

BE IT ALSO RESOLVED that the City Council asks that law enforcement officials throughout Spokane County publicize the terms and limitations of Art. I, Sec. 24 of the Washington Constitution, RCW 38.40.120, and RCW 9A.48.120, and discourage the public appearance of any private armed militia group, as the same are prohibited by RCW 38.40.120 and to enforce the same, should private armed militia groups appear in the future.

BE IT ALSO RESOLVED that the City Council requests that the City Attorney and City Prosecutor prepare for prompt consideration by the City Council, language for amendment of the Spokane Municipal Code which adopts the prohibitions contained in RCW 38.40.120 and RCW 9A.48.120 so that these prohibitions can be enforced in the Spokane Municipal Court.

AND BE IT FINALLY RESOLVED that the City of Spokane fully supports its law enforcement officers, and recognizes that allowing the presence of armed private militia groups undermines public trust, support, and confidence in our law enforcement officers

and the rule of law and calls on the leadership of downtown business organizations to refrain at all times from calling on armed private militia groups and instead rely on the efforts of our responsive and professional sworn law enforcement officers to protect public property and safety.

PASSED by the City Council this ____ day of _____, 2020.

City Clerk

Approved as to form:

Assistant City Attorney



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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

08/17/2020

Date Rec'd

8/5/2020

Clerk's File #

ORD C35924

Renews #**Submitting Dept**

CITY ATTORNEY

Cross Ref #**Contact Name/Phone**

TIM 6225

Project #**Contact E-Mail**

TSZAMBELAN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0500 YELLOWSTONE PIPELINE FRANCHISE

Agenda Wording

Ordinance granting Yellowstone Pipeline Company, a Delaware corp., the nonexclusive right, privilege, authority & franchise to construct, operate, maintain, remove, replace, and repair existing pipeline facilities, together w/ equipment

Summary (Background)

Summary/ Background: The City and Yellowstone Pipeline (YPL) have been involved in petroleum franchise renewal negotiations over the past 15 years. The excessive length of the negotiations was due to a Federal legal appeals, corporate reorganization and addressing safety compliance and environmental concerns. There was an independent safety compliance audit conducted by Southwest Research Institute on YPL's integrity management program. The report found YPL to be in compliance.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Revenue \$ 25,000 Annually

0020-88100-99999-32191-30028

Select \$

#

Select \$

#

Select \$

#

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

PICCOLO, MIKE

Study Session\Other

Finance - 10/21/19

Division Director**Council Sponsor**

Michael Cathcart

Finance

BUSTOS, KIM

Distribution List**Legal**

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Purchasing

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Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 7/29/2020

Type of expenditure: Goods ☒ Services ☐

Department: Legal

Approving Supervisor:

Amount of Proposed Expenditure: N/A

Funding Source: N/A

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

N/A

What are the impacts if expenses are deferred?

N/A

What alternative resources have been considered?

N/A

Description of the goods or service and any additional information?

N/A

Person Submitting Form/Contact: Tim Szambelan

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

Ordinance C35924

AN ORDINANCE GRANTING YELLOWSTONE PIPE LINE COMPANY, A CORPORATION, CHARTERED IN THE STATE OF DELAWARE, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, AND REPAIR EXISTING PIPELINE FACILITIES, TOGETHER WITH EQUIPMENT AND APPURTENANCES THERETO, FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS AND BYPRODUCTS IN THE PUBLIC RIGHT-OF-WAY WITHIN AND THROUGH THE CITY OF SPOKANE, SPOKANE COUNTY, WA.

WHEREAS, Yellowstone Pipe Line Company (hereinafter "Grantee") has applied for a nonexclusive Franchise to operate and maintain a Petroleum pipeline and related Facilities within and through the City of Spokane (hereinafter the "City"), together referred to as the "Parties" and, each individually referred to as a "Party" and,

WHEREAS, the Spokane City charter and Washington State statutes authorize the City to grant nonexclusive Franchises by ordinance;

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN AS FOLLOWS:

Section I. Definitions of Franchise Terms.

For the purposes of this Franchise and all exhibits attached hereto, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not specifically defined in this section shall be given their common and ordinary meaning.

1.1 Aquifer shall mean the Spokane-Rathdrum aquifer, a federally designated “sole source” aquifer that serves as the City of Spokane’s sole source of drinking water.

1.2 Baseline Assessment shall mean a Facility assessment task required by Jurisdictional Agency pipeline safety regulations, as developed for the Grantee’s Facilities within the Franchise Area.

1.3 City’s Representative shall mean the person designated by the Mayor to administer this Franchise for the City. The City’s Representative interprets and applies all Franchise provisions on behalf of the City and issues Written enforcement orders pursuant thereto, but may not waive any Franchise term.

1.4 Construct or Construction shall mean the Grantee's actions removing, replacing, and repairing existing pipeline(s) and/or Facilities and may include, but is not limited to, digging and/or excavating for the purposes of removing, replacing, and repairing existing pipeline(s) and/or Facilities.

1.5 Control Center shall mean the headquarters of the Grantee's pipeline monitoring system that maintains twenty-four (24) hour surveillance of the Grantee's Facilities within the Franchise Area and responds to Emergency Incidents using electronic controls to activate pipeline shut-off valves to prevent the release of Petroleum Products.

1.6 Effective Date shall mean the date designated herein, after passage, approval and legal publication of this Ordinance, as required by City Charter, and acceptance by Grantee, upon which the rights, duties and obligations shall come into effect and the date from which the time requirement for any notice, extension and/or renewal will be measured.

1.7 Emergency Incident shall mean a circumstance involving a release of Petroleum Products from the Grantee's Facilities within the Franchise Area that, at the time of discovery,

requires immediate response to protect persons or property from substantial injury or damage to the public health and safety, including damage to the environment or the Aquifer.

1.8 Environmental Laws shall include all federal and state statutes and regulations applicable to the Operation Maintenance and Construction of the Grantees facilities including but not limited to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. Seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et. Seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution control Act, 33 U.S.C. § 1257 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substance Control Act, 15 U.S.C. § 2601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Washington Hazardous Waste Management Act, Chapter 70A.300 RCW; and the Washington Model Toxics Control Act, Chapter 70A.305 RCW, and all other applicable federal, state or local statutes, codes, regulations, or ordinances.

1.9 Emergency Incident Response Plan shall mean a Written plan, as required by Jurisdictional Agencies, for an immediate response by the Grantee to an Emergency Incident to prevent damage to persons or property.

1.10 Facilities shall mean the Grantee's pipeline system, lines, valves, mains, and appurtenances used to transport or distribute Petroleum Product(s) within the Franchise Area. Facilities include any existing pipeline as of the date of this Agreement as well as any components which may be modified, constructed, or improved consistent with the terms of this Agreement.

1.11 Franchise shall mean this Franchise ordinance and any amendments, exhibits, or appendices to this Franchise.

1.12 Franchise Area shall mean that area within the Public Right-of-Way, and certain designated public property, within the jurisdictional boundaries of the City, including any areas annexed hereafter, during the terms of this Franchise, where Grantee has installed its existing Facilities or any new Facilities approved by the City under the provisions of this Franchise.

1.13 Hazardous Substance shall mean any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant as defined by federal or state Environmental Laws and the applicable regulations of Jurisdictional Agencies, specifically including Petroleum and Petroleum Products and their by-products, residue, and remainder.

1.14 High Consequence Area shall mean an area, as defined in the Code of Federal Regulations, over which Grantee's Facilities are located; and specifically including the area over the Aquifer within the Franchise Area.

1.15 Improvement or Improve shall mean change to the Facilities or installation of new Facilities.

1.16 Jurisdictional Agency or Agencies shall mean any federal, state or local agency with regulatory authority over the Facilities and Operations of the Grantee within the Franchise Area, acting now, or hereafter, to the extent of its lawful scope of authority.

1.17 Maintenance or Maintain shall mean examining, testing, inspecting, repairing, maintaining, and replacing the existing pipeline(s) and/or Facilities or any part thereof as required and necessary for safe Operation within the Franchise Area.

1.18 Operate or Operations shall mean the use by the Grantee of Facilities for the transportation, distribution, and handling of Petroleum Products or Petroleum by-products within and through the Franchise Area.

1.19 Pipeline Corridor shall mean the pipeline pathway through the Franchise Area which the Facilities of the Grantee are located, including any Public Rights-of-Way, designated public property, and/or other easement over and through private property, (as more specifically described in Exhibit "A" and in Section 2.1 (b)).

1.20 Petroleum or Petroleum Products shall include any and all types of liquid Petroleum, Petroleum by-products and liquid Petroleum Products including but not limited to gasoline, diesel fuel, and aviation jet fuel, all limited as consistent with the design specifications of Grantee's Facilities, as specified by the regulations of Jurisdictional Agencies.

1.21 Premises shall mean that portion of the Public Right-of-Way, or other Public Property, upon which Grantee's Facilities are now, or hereafter, Operated or Improved.

1.22 Procedures Manual shall mean an Operation, Maintenance, or Emergency Incident Response Procedures Manual prepared by the Grantee for the operation of Facilities as required by the regulations of Jurisdictional Agencies.

1.23 Public Project shall mean those City Improvement Projects required to be constructed in, near, under, or over the Public Right-of-Way, or on Public Property, in the Franchise Area by any City department or other local, state, or federal governmental agency, or for the benefit of the public. Public Projects do not include private development activities or projects primarily for the benefit of private persons or corporations.

1.24 Public Needs shall mean the City's need for use of the Public Right-of-Way including: public travel, emergency vehicle access, public utilities, traffic signalization, street lighting, street trees, shrubbery, and other similar public uses.

1.25 Public Property shall mean the present and/or future property owned or leased by the City within the present and/or future corporate limits, or jurisdictional boundaries of the City that the City has designated for the Grantee's Facilities.

1.26 Rights-of-Way shall mean the surface and the space above and below all streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks or utility easements, and similar areas as laid out, platted, dedicated, acquired or improved and maintained within the present jurisdictional boundaries of the City and as such corporate limits may be hereafter extended.

1.27 Third party Audit shall mean an audit of reports and plans filed by the Grantee with Jurisdictional Agencies as required by federal regulations and environmental laws, such audit shall be performed by a pipeline consultant that is independent of both the Grantee and the City and does not have any clients from either Party.

1.28 Wellhead Influence Zone shall mean any area in the vicinity of and up-gradient from any public water supply well which now exists and/or may be constructed in the future. The City's Wellhead Influence zones currently in the vicinity of Grantee's Facilities are outlined in Exhibit "B".

1.29 Writing or Written shall mean hard copy or where approved by the City Representative, any other suitable permanent electronic information transmission and storage media.

Section 2. Grant of Franchise Authority.

2.1 Purpose of Franchise.

(a) The City hereby grants to Grantee, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and which is authorized to transact business within the State of Washington, this non-exclusive Franchise to Construct, Operate, Maintain and Improve its existing Facilities as a liquid Petroleum Product transport system within the Franchise Area.

(b) The purpose of this Franchise is to establish the conditions relating to the Grantee's use of the Franchise Area.

(c) Within 14 days following acceptance of this Franchise, Grantee shall file with the City a Pipeline Corridor Map, in a format acceptable to the City's Representative, to be attached as Exhibit "A" to this Franchise. Exhibit "A" shall depict the Pipeline Corridor information, as specified in Section 1.19, and the location of all Facilities along the Pipeline Corridor within the Franchise Area. This Pipeline Corridor Map shall be maintained and updated at all times by Grantee to reflect any changes in Grantee's Facilities and such changes shall be filed with the City Clerk on a yearly basis. Any changes in the route of the Pipeline Corridor of Grantee's facilities shall be filed with the City within 14 days of the changes.

2.2 Scope of Franchise.

(a) Existing Facilities. This Franchise is granted subject to the police powers, land use authority, and franchise authority of the City and is conditioned upon the terms and conditions contained herein and the Grantee's compliance with all applicable Environmental Laws and the regulations of Jurisdictional Agencies.

(b) New Facilities. No new Facilities shall be installed by Grantee in the Public Right-of-Way, or across Public Property, within the Franchise Area without the express Written consent of the City. Any replacement of existing Facilities (other than routine replacement of minor components or appurtenances) or minor pipeline installations (less than 1000 feet within any 12-month period) in the Public Right-of-Way or Public property must be approved by the City's Representative in Writing, whose approval will not be unreasonably withheld, unless such changes are required in an emergency to protect the environmental or public safety. The City Representative or other Jurisdictional Agencies must approve all actions on Public Property. Major installations

(1000 feet or more) of new Facilities in the Franchise Area must be approved by Resolution of the City Council.

(c) Facilities located Outside Public Right-of-Way. This Franchise grants permission only for the use of the Public Right-of-Way; in any areas outside the Public Right-of-Way, Grantee is responsible to make separate arrangements with the City Representative for the use of Public Property as a right-of-way for Facilities; all such arrangements must be in Writing. The City Representative cannot grant interests in land or approve contract modifications.

(d) Facilities on Park Property. This Franchise does not in any way expand or diminish the rights of either the City or the Grantee with respect to any previous authorization granted by the Spokane City Park Board for any portions of Grantee's Facilities located on City Park property.

(e) This Franchise authorizes no new above ground installations in the Franchise Area except as expressly approved in Writing by the City Representative.

2.3 Franchise is Non-Exclusive.

(a) The City specifically reserves all rights to control the Public Right-of-Way and its other Public Property, including, without limitation, the right to grant additional Franchises, easements, licenses and permits to others. The City is not responsible to defend Grantee's franchise interests against any other right-of-way user(s) or adverse claimant(s) now or hereafter arising, but accepts and acknowledges its intent, as stated herein, to grant this Franchise to Grantee and not to revoke or impair such grant except as provided herein or otherwise as authorized by law. To this end, the City further agrees to avoid granting any other Franchise, license, easement, or permit that would violate the standards set for location of utilities in the Public Right-of-Way where the same would unreasonably interfere with Grantee's permitted use of the Public Right-of-Way or Public

Property for the Operation and Maintenance of its Facilities within the Franchise Area. This agreement does not create any right of action for damages or other relief on the part of the Grantee relating to this Franchise or the value thereof.

(b) This Franchise shall in no manner prohibit the City or limit its power to perform Public Projects or other work upon its Public Rights-of-Way, or on any Public Properties, or make any necessary changes, relocations, repairs, maintenance, or improvement thereto. Nor shall it prevent the City from using any of the Public Rights-of Way or any Public Properties, or any part of them, as the City may deem necessary, from time to time, including the dedication, establishment, maintenance and improvement of new rights-of-way or other Public Properties of every type and description.

2.4 Franchise Conditioned on Grantee's Compliance. This Franchise is conditioned upon Grantee's full compliance with the terms and conditions contained herein and with all Environmental Laws and regulatory programs of Jurisdictional Agencies that currently exist or may hereafter be enacted applicable to the Operation, Maintenance, Construction or Improvement of Grantee's Facilities within the Franchise Area.

2.5 Franchise Does Not Create Liability for City. By granting this Franchise, the City is not assuming any risks or liabilities arising from Grantee's Operation, Maintenance, Construction or Improvement of Facilities within the Franchise Area under the authority of this Ordinance; any and all such risks or liabilities shall be solely and separately borne by Grantee. Grantee agrees and covenants to, at its sole cost and expense, take all necessary and prudent steps to protect, support, and keep safe from harm, its Facilities within the Franchise Area, or any part thereof, when necessary to protect the public health and safety. The Parties understand and agree that the City is not responsible for errors or omissions in information provided to the Grantee by the City.

2.6 Franchise is Not Warranty of Title. This Franchise is intended to convey only a limited right and interest in the use of the Premises within the Public Right-of-Way and on other Public Property. This Franchise is not a warranty of the City's title or interest in the Premises in the Public Rights-of-Way or any other Public Property; and therefore, none of the Franchise rights granted herein shall affect the City's jurisdiction over its property, streets or Public Rights-of-Way or any other Public Property.

2.7 Vacation of Public Right-of-Way; Retention of Easement.

(a) This Franchise grant remains subject to the City's power to vacate or release any City interest in the Public Right-of-Way, or other Public Property under the City's ownership or control, without such action creating any obligation of payment to Grantee of any consideration for loss of Franchise use.

(b) In the event of the vacation of a Public Right-of-Way, or any portion thereof, by the City under the provisions of RCW Chapter 35.79, Grantee may participate in the street vacation process to protect its interests and may request the City to reserve an easement for Grantee in the Premises within the Public Right-of-Way area which is proposed to be vacated.

(c) Grantee accepts full responsibility for all reasonable, documented City costs, including staff time, in dealing with Grantee's request to retain an easement for its Facilities in a vacated street including making payment for the value of any easements granted or reserved.

2.8 Franchise Grants No Rights in Other Public Property. This Franchise does not and shall not convey any right to Grantee to install its Facilities on, under, over, across, or to otherwise use City owned or leased Public Properties of any kind, either within or outside the Premises along the Pipeline Corridor, without the express separate Written authorization of the City.

2.9 Municipal Powers Not Affected by Franchise. Authority granted under the terms of this Franchise to Grantee to maintain its Facilities in the Public Right-of-Way within the Franchise Area remains at all times subject to the requirements of, and the exercise of, the City's tax and police powers.

Section 3. Term and Renewal or Extension of Franchise.

3.1 Term of Franchise. Each of the provisions of this Franchise shall become effective upon the Effective Date as set forth in Section 19.12, and shall remain in effect for twenty-five (25) years from the Effective Date.

3.2 Failure to Renew Franchise. If the Parties fail to formally, mutually renew this Franchise prior to the expiration of either the Franchise term, or any previously agreed extension; then this Franchise may be extended on a year-to-year basis (or such term as the Parties may mutually agree in Writing) until a renewed Franchise is executed, not to exceed two (2) years from the date of expiration. If the Parties are thereafter not able to agree on a new Franchise, this Franchise will terminate. Either Party may give written notice to the other Party at least one hundred eighty (180) days in advance of the expiration of the initial Franchise term (or the expiration of any previously-agreed extension) of its intent not to renew the Franchise.

3.3 At any time not more than three (3) years or less than one hundred eighty (180) days prior to the expiration of this Franchise, either Party may request an extension of the Franchise for an additional ten (10) year renewal period.

Section 4. Assignment and Transfer of Franchise.

4.1 No Transfer of Franchise without City Consent. Except in cases involving sales of equity or other beneficial interests in Grantee, this Franchise shall not be sold, assigned, transferred, leased or otherwise disposed of by the Grantee, either in whole or in part, either by voluntary or

involuntary sale, merger or consolidation; nor shall title to the Franchise, either legal or equitable, or any right, interest or property therein pass to, or vest in, any other person or entity, without the prior Written consent of the City Council as provided in Paragraph 4.2, acting by ordinance or resolution, which consent shall not be unreasonably withheld. Such consent shall not be deemed to waive any rights of the City to subsequently enforce non-compliance issues relating to this Franchise that existed at or before the time of the City's consent.

4.2 Requirements of City Approval of Transfer of Franchise.

(a) No transfer, including any assignment, sale or lease of the Franchise shall be approved by the City unless the assignee or transferee demonstrates to the satisfaction of the City that it has the legal, technical, financial, and industry experience and qualifications to carry on the activities of the Grantee under the requirements of this Franchise Ordinance.

(b) The City has the right to conduct an expeditious investigation to satisfy itself of the proposed assignee's qualifications to perform all requirements of the Franchise. All reasonable expenses incurred by the City in conducting such investigation shall be paid by Grantee.

(c) Prior to the City's consideration of a request by Grantee to consent to a Franchise assignment, the proposed assignee must file with the City a Written promise to unconditionally accept all terms of the Franchise, effective upon assignment of the Franchise.

(d) Any transfer or assignment, sale or lease of this Franchise without the prior Written Consent of the City shall be void and result in the termination or revocation of the Franchise.

(e) No assignment, including any sale or lease of this Franchise granted by the City shall be effective until the assignee or lessee shall have filed in the office of the City Clerk an instrument, duly executed, reciting the fact of the sale or lease, accepting the terms of this Franchise, and agreeing to perform all the conditions required of the Grantee. The assignee or lessee shall file a

bond in such amount and with such conditions as the City Council may require which bond shall run to the City as obligee, with sureties satisfactory to the City Council, and shall obligate said Party, to discharge all obligations and liabilities imposed upon the Grantee by the Franchise.

4.3 City Failure to Enforce Franchise No Bar to Future Enforcement. The City is under no obligation to undertake any investigation of the Grantee's state of compliance with Franchise obligations at the time of any assignment, and the failure of the City to insist on full compliance with any Franchise obligations prior to the transfer of the Franchise does not waive any right of the City to insist on full compliance by the assignee with all Franchise obligations thereafter.

Section 5. Compliance with State and Federal Laws.

5.1 Compliance with State and Federal Law a Material Term of Franchise.

(a) Grantee's compliance with the requirements of all valid and applicable Environmental Laws and the regulations or regulatory orders of any Jurisdictional Agency applicable to the Maintenance, Operation, Construction and Improvement of its Facilities within the Franchise Area is a material term of this Franchise. This obligation shall include compliance by the Grantee with all applicable laws, rules, and regulations existing at the Effective Date of this Franchise, including, but not limited to, Title 49 Code of Federal Regulation, Part 195 Transportation of Hazardous Liquids, and any laws or regulations that may subsequently be enacted by any governmental entity with jurisdiction over Grantee and/or the Facilities.

(b) Grantee stipulates that the Aquifer is a "High Consequence Area" and an "unusually sensitive area" as defined in applicable regulations of Jurisdictional Agencies. Grantee agrees to maintain full compliance with applicable Environmental Laws and the requirements of all applicable regulations of Jurisdictional Agencies regarding High Consequence Areas.

Section 6. Construction and Maintenance of Facilities.

6.1 Application. This Section 6 shall apply to Construction, Maintenance or Improvement of Facilities performed by Grantee in the Franchise Area.

6.2 Permits Required for Construction and Maintenance Work.

(a) Except in the event of an Emergency Incident, Grantee shall first obtain all required and applicable permits from the City to Construct, Maintain, or Improve Grantee's Facilities within the Franchise Area. Such work shall only commence upon the issuance of all required permits by the City, which permits shall not be unreasonably withheld or delayed after submission of a complete application in compliance with applicable City codes.

(b) In the event of an Emergency Incident, requiring immediate action by the Grantee for the protection of the pipeline(s) or Facilities, the City's property, or the property, life, health, or safety of any individual, the Grantee may take action immediately to correct the dangerous condition without first obtaining any required permit(s) so long as:

(1) Grantee informs the City Representative as soon as possible of the nature and extent of the Emergency Incident and the work to be performed prior to commencing the work if such notification is practical, or, where notification is not practical, the Grantee shall notify the City not later than the next business day, and

(2) Grantee shall, promptly thereafter, obtain any necessary permits for the Emergency work from the City or other Jurisdictional Agency as applicable and comply with any mitigation requirements or other conditions in the after-the-fact permit.

6.3 Construction and Maintenance Work to Comply with Plans. Except in the case of an emergency, prior to commencing any Construction and/or Maintenance work in the Franchise Area, the Grantee shall first file with the Grantor such detailed plans, specifications and profiles of the intended work as may be required by the Grantor. Grantor may require such additional information, plans and/or specifications as are in Grantor's opinion necessary to protect the public health and

safety during the Construction and/or Maintenance work and for the remaining term of this Franchise.

6.4 Conduct of Construction, Maintenance and/or Improvement of Facilities.

(a) Any work done by Grantee, in the Public Right-of-Way or on Public Property including work done at the Grantee's direction, or on its behalf, by contractors or subcontractors shall be conducted in such a manner as to avoid damage or interference with other utilities, drains, or other structures, and shall not unreasonably interfere with public travel, park uses, or other municipal uses and the free use of adjoining property, and so as to provide for the safety of persons and property. The Grantee's Construction, Maintenance, and/or Improvements shall be in compliance with all Environmental Laws and applicable regulations of Jurisdictional Agencies.

(b) Grantee agrees to avoid damage or interference with public utilities, drains or other structures in or near the Public Right-of-Way as well as unnecessary damage to the Public Right-of-Way or Public Properties, and to comply with the City's most current Pavement Cut Policy for Utility Trenches, in the performance of any Maintenance, Construction, and/or Improvement work on its Facilities in the Public Right-of-Way or on Public Property. Grantee is fully responsible to pay for any damage or interference with such structures, in accordance with the indemnification provision of Section 14.1.

(c) All asphalt patches in the Public Right-of-Way installed by Grantee over its Facilities shall be continuously maintained by Grantee until the affected Public Right-of-Way area is repaved.

(d) Grantee agrees that Public Needs or Public Projects have first priority in the use of the Public Right-of-Way or on other Public Property.

6.5 Components of Facilities to Meet Regulatory Standards. All pipe and any other fixtures or components used in the Construction, Maintenance and/or Improvement of Grantee's Facilities within the Franchise Area shall comply with all Environmental Laws and applicable regulations of Jurisdictional Agencies.

6.6 Notice to be Given Prior to Construction and Maintenance.

(a) Except in the event of an Emergency Incident, Grantee shall provide the City Representative Written notice at least ten (10) calendar days prior to any Construction, Maintenance and/or Improvement, or other substantial activity, other than routine inspections and Maintenance, by Grantee, its agents, employees or contractors on Grantee's Facilities in the Public Right-of-Way or on Public Properties within the Franchise Area. Grantee shall comply with City ordinances respecting obtaining Right-of-Way obstruction or access permits to comply with this provision.

(b) Grantee shall provide reasonable notice to those owners or other persons in control of property abutting the Premises in the Franchise Area when the Maintenance, Construction and/or Improvement of Grantee's Facilities will affect access to, or otherwise impact, the property of such other persons and shall coordinate this effort to notify with the City's Representative.

6.7 City's Right to Condition Permits. Unless such condition or requirement is in conflict with Environmental Laws or the applicable regulations of Jurisdictional Agencies, the City may condition the granting of any permit, or other approval that is required under this Franchise, in any manner reasonably necessary for the safe use and management of the Public Right-of-Way and/or other Public Property including, but not limited to, requirements of bonding, maintaining proper distance from other utilities, protecting the continuity of pedestrian and vehicular traffic and protecting any improvements on Rights-of-Way and/or other Public Property, private facilities and public safety.

6.8 Grantee to Restore Premises.

(a) Whenever necessary, after performing Construction, Maintenance or Improvement work on any of Grantee's Facilities within the Franchise Area, the Grantee shall, without delay, and at Grantee's sole expense, remove all debris and restore the Premises within the Public Right-of-Way, and/or on other Public Property, to as good or better condition as it was before the Construction, Maintenance and/or Improvement work began, and in full compliance with the City's current Policies for construction work in the Public Right-of-Way or on Public Property.

(b) Grantee shall replace any property corner monuments, survey or reference hubs that were disturbed or destroyed during Grantee's Construction, Maintenance or Improvement work in the Premises covered by this Franchise. Such restoration shall be done in a manner consistent with Environmental Laws and the applicable regulations of Jurisdictional Agencies and under the supervision of the City Representative and to the City's reasonable satisfaction.

6.9 One Number Location Service. Grantee shall continuously be a member of the State of Washington "One-Call" Locator Service as provided under RCW Chapter 19.122, as now adopted or hereafter amended, and shall comply with all such applicable rules and regulations in performing Construction, Maintenance or Improvement work on its Facilities within the Franchise Area.

6.10 Markers to Locate Facilities. Grantee shall place and maintain line markers for all existing and new Facilities within the Franchise Area pursuant to the applicable regulations of Jurisdictional Agencies within and along the Pipeline Corridor. If other "industry best practices" for line marking are developed as a method of alerting excavators to the presence of the pipeline, Grantee agrees to employ such new practices. The Grantee agrees to perform all Construction, Maintenance and/or Improvement work in compliance with revised industry standards in effect at the time of such work. During Construction, Maintenance and/or Improvement work, markers demarcating the

location of Grantee's Facilities shall be placed on the surface of the Premises at least every one hundred (100) yards or as otherwise requested by the City so as to provide clear warning of the presence of the Grantee's Facilities but in a manner that does not interfere with public travel or other public uses of the Premises.

6.11 Grantee to Fix Pipeline Location. When the City or third Parties are engaged in Construction work in the Premises along the Pipeline Corridor as depicted in Exhibit "A" or within fifty (50) feet of the Premises, Grantee shall promptly respond to requests to locate the precise position of its Facilities. Grantee shall bear any costs associated with locating and marking its Facilities for a Public Project, and may recover costs for non-Public Projects as provided in Section 8.3.

6.12 As-Built Drawings of Facilities.

(a) Upon acceptance of this Franchise by Grantee, Grantee shall provide the City with detailed as-built design drawings showing the size, depth, and location of all pipes, valves, gauges, and all other components of its Facilities within the Franchise Area at no cost to the City. It is understood that the location of the Facilities shall be verified by excavating the Premises if exact alignment is required. The information shall be provided in hard copy or electronic format acceptable to the City's Representative.

(b) Within thirty (30) days of completing any Construction, Maintenance and/or Improvement work, installation of new Facilities, or any other substantial activity in the Public Right-of-Way or on Public Property within the Franchise Area, the Grantee shall provide the City with updated and corrected as-built drawings and a survey showing the location, depth and other characteristics of its new Facilities within the Franchise Area in like manner as with (a) above. Grantee shall confirm that as-builts previously provided to the City are still accurate.

(c) The City agrees to make its best efforts to honor any reasonable request by Grantee that information provided by Grantee, including but not limited to, Grantees drawings, maps, or any proprietary information be protected as confidential under the following conditions:

(1) Grantee must make all requests for confidentiality in Writing and identify in advance all information it desires to be protected and submit such information to the City separately and never commingled with public information. Each page of such information, in hard or soft copy, must be indelibly marked "PRIVATE/CONFIDENTIALITY RIGHTS RESERVED BY YELLOWSTONE PIPE LINE COMPANY".

(2) If the City receives a Public Records request under RCW Chapter 42.56, (State Public Records Act) for such information so marked, it shall make every reasonable effort to protect confidentiality by notifying Grantee of the request. If the City is aware of any potential exemptions or exceptions to its disclosure obligations under the State Public Records law, it shall assert them, but no liability shall accrue to the City for any failure or oversight in doing so, each Party's obligation being limited to representing its own legal interests. Grantee must thereafter take immediate steps if it so desires to initiate litigation in Spokane County Superior Court to protect any confidentiality it wishes, or the City shall have no further obligation to protect the confidentiality request.

(3) Grantee recognizes that, as provided by RCW 42.56.060, the City is immune from any suit if it releases any public records, as defined by law, in a good faith attempt to comply with its obligations under the State Public Records Act.

6.13 City Has No Obligation to Certify Sufficiency of Plans. Nothing in this Franchise shall be deemed to impose any duty or obligation upon the City to determine the adequacy or sufficiency of Grantee's plans and designs for its Facilities or to ascertain whether Grantee's proposed

or actual construction, testing, maintenance, repairs, replacement or removal work is adequate, or sufficient, or in conformance with the plans and specifications reviewed by the City, Environmental Laws or the applicable regulations of any Jurisdictional Agency.

6.14 Grantee Responsible for Construction Area.

(a) Grantee shall be solely and completely responsible for its workplace safety and safe working practices on its job sites within the Franchise Area, including safety of all persons and property during the performance of any Construction, Maintenance and/or Improvement work, as required by Environmental Laws or the applicable regulations of Jurisdictional Agencies.

(b) In the event of a claim brought against Grantee by any person arising from Grantee's Construction, Maintenance and/or Improvement work on its Facilities within the Franchise Area or Grantee's occupation or use of the Public Right-of-Way and/or other Public Property under the terms of this Franchise Ordinance, Grantee is responsible for the prompt and fair resolution thereof, and shall not avoid this duty on the basis that any Construction, Maintenance, and/or Improvement activities undertaken by Grantee were being performed by an independent contractor, reserving always Grantee's rights to fully pursue subrogation claims not otherwise inconsistent with the requirements of this Franchise Ordinance including its right to pursue indemnification from a contractor.

Section 7. Operations, Maintenance, Inspection, Testing.

7.1 Grantee shall Operate, Maintain, inspect and test its Facilities in the Franchise Area in full compliance with Environmental Laws and the applicable regulations of Jurisdictional Agencies as now enacted, or hereafter amended. Grantee represents that it has completed its Baseline Assessment, Integrity Management Plan, Encroachment Management Plan, Emergency Incident

Response Plan, and all other reports and plans for all of its Facilities over the Aquifer within the Franchise Area, as required by the applicable regulations of Jurisdictional Agencies.

Grantee agrees to maintain such items fully updated in strict compliance with the applicable requirements of all Jurisdictional Agencies.

7.2 Reports, Tests, Inspections.

(a) Grantee agrees to test and inspect its Facilities within the Franchise Area in full compliance with Environmental laws and the applicable requirements of Jurisdictional Agencies and best management practices and industry standards.

(b) Grantee further agrees to assist the City in obtaining from Jurisdictional Agencies copies of any test or inspection results, documents or reports required to be submitted to or reviewed by Jurisdictional Agencies or otherwise in accord with best management practices and industry standards. These documents may include a Baseline Assessment report, a Pipeline Integrity Management Plan, and Encroachment Management Plan, and an Emergency Incident Response Plan (see also Section 9.1), or any reports or studies submitted or required to be submitted to any Jurisdictional Agencies.

7.3 Grantee's Notice to City of Testing of Facilities.

(a) The Grantee shall notify the City Representative in writing of any in-ground pipeline hydro test or other internal inspection conducted on the Grantee's Facilities within the Franchise Area at least ten (10) business days prior to said testing, except in an Emergency Incident, in which case, the Grantee agrees to notify the City as soon as is practicable under the circumstances, but no later than one business day after completion of any in-ground pipeline hydro test or other internal inspection following any Emergency Incident or discovery of any anomaly in the Grantees Facilities.

(b) Federal regulations (*e.g.*, 49 C.F.R. sec. 195.56) require that Grantee file a written report of a safety-related condition in Grantee's pipelines within five working days of determining that such a condition exists. Within five working days of filing such a report, Grantee will notify the City that a report has been made. Upon request from the City, Grantee shall furnish a copy of the report made to the Jurisdictional Agencies if allowed by law and, if not, reasonably assist the City in attempting to obtain such information from the Jurisdictional Agencies. In addition, upon request from the City, Grantee will provide any inspection findings by Jurisdictional Agencies regarding Grantee's pipelines in the Franchise Area.

7.4 Technical Information Regarding Grantee's Facilities. The Grantee shall provide to the City, upon Written request by the City's Representative, such information as may be needed to administer this Franchise; including, but not limited to, standard pipeline alignment data, for Public Project planning and Emergency Incident Response requirements, as presented to the Jurisdictional Agencies, including as-built drawings showing the approximate location of all Grantee Facilities within the Franchise Area. Grantee conducts robust Jurisdictional Agency-required evaluation of the pipeline and appurtenances in the Franchise Area on a five-year cycle, in addition to all of the inspection, maintenance, and operational requirements Grantee implements under its own integrity management programs. In each year following the five-year cycle evaluation, Grantee will meet with City to discuss the results of the evaluation and corrective action, if any, arising from the evaluation.

7.5 Independent Consultant. Whereas, if the City retains an Independent Pipeline Consultant ("Consultant") agreeable to Grantee, whose agreement will not be unreasonably withheld, to perform an independent evaluation of the Pipeline and/or Facilities of Grantee or Third

Party Audit of the Baseline Assessment and Plans described in Paragraph 7.1, which would be performed at City's expense, and the Consultant recommends that Grantee make modifications or additions to Grantee's Pipeline and/or Facilities, or to its Baseline Assessment or Plans. Grantee agrees to consider such recommendations in good faith provided that the recommendations are reasonably consistent with industry best practices and applicable regulations of Jurisdictional Agencies. If Grantee declines to follow the Consultant's recommendations, Grantee shall provide a Written report to the City explaining its reasoning for not following the recommendations. Parties agree to comply with the Dispute Resolution provisions of Section 13 contained herein to resolve any dispute over whether to follow consultant's recommendations.

Section 8. Encroachment Management.

8.1 Requirements of Encroachment Management Plan. The Grantee's Encroachment Management Plan shall be developed in full compliance with all Environmental Laws and applicable regulations of Jurisdictional Agencies and all valid federal, state, and local requirements regarding encroachment management and damage prevention, including the State of Washington "one-call" locator service law (RCW 19.122).

Grantee shall maintain a Written program to prevent damage to its Facilities from excavation activities, as required by the Environmental Laws and applicable regulations of Jurisdictional Agencies.

8.2 Inspections of surface conditions. Grantee shall also conduct regular inspections of the surface conditions on or adjacent to the Pipeline Corridor, as required by the Environmental Laws and the applicable regulations of Jurisdictional Agencies.

8.3 Encroachment Response Procedure.

(a) Upon specific notification to Grantee of any planned construction activity which may involve excavation within twenty-five (25) feet of the Pipeline Corridor, or any other activity that may abnormally load its Facilities in the Franchise Area, by either the City or any third party, Grantee shall immediately mark the precise location of its Facilities before the construction or other activity commences.

(b) Grantee shall provide a representative at its expense for Public Projects to inspect the construction or other activity when it commences, and periodically inspect the Premises thereafter to ensure that Grantee's Facilities are not damaged by the construction or other activity. Grantee shall also do this where needed for non-Public Projects, and may charge a reasonable fee, to be collected by Grantee from the private party requesting the work

(c) Nothing herein shall affect the Grantee's obligation to comply with the requirements of Washington's Underground "one call" locate statute, RCW Chapter 19.122, as now adopted or hereafter amended.

8.4 Verification of Pipeline Location.

(a) Upon the City's request, in connection with the design or construction of any Public Project, Grantee will verify the exact location (lateral and vertical) of its underground Facilities on the Premises within the Pipeline Corridor by excavating (pot holing) at no expense to the City. The request shall specify a reasonable response time in consideration of the nature of the request and difficulty to Grantee of providing such assistance. In the event Grantee performs such excavation, Grantee agrees to restore the disturbed Premises to the same or better condition as existed immediately prior to the excavation. Potholing may be required for non-Public Projects, at a reasonable cost of Grantee, to be collected by Grantee from the private party requesting the work.

(b) Because precise damages are difficult to ascertain, for failure to respond within a specified response time, Grantee agrees to pay liquidated damages as provided in Section 12.1, except no liquidated damages apply before a ten (10) day period has elapsed without a satisfactory response.

8.5 Inspection of Third Party Excavation. If the Grantee becomes aware that a third party has conducted any excavation or other significant work that may have affected its Facilities, the Grantee shall conduct such inspections and/or testing of Facilities as is necessary to determine that;

(a) No direct or indirect damage was done to the Grantee's Facilities by the excavation and,

(b) The construction work or other activity did not abnormally load the Grantee's Facilities and,

(c) The Construction work or other activity did not impair the effectiveness of the Grantee's cathodic protection system. Grantee is responsible to coordinate with other persons with facilities in the vicinity of its Facilities so as to avoid adverse impacts of cathodic protection.

Section 9. Leaks, Spills, Ruptures, and Emergency Response.

9.1 Grantee Shall Have Remote Monitoring System.

(a) Grantee shall maintain in place, at all times that Grantee's Facilities are located within the Franchise Area, a system for monitoring pressures and flows within its Pipeline and/or Facilities, from a Remote Control Center. The remote monitoring must be able to accurately detect pipeline leaks, spills or ruptures, as required by Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) Grantee's Emergency Incident Response Plan shall designate Grantee's local emergency response officials and a direct 24-hour emergency telephone number for the Control

Center operator, who shall be capable of immediate shutdown of Grantee's Facilities in the Franchise Area by use of a satellite controlled switch or other similar remote technology. Grantee shall, after being notified of an Emergency Incident, cooperate with the City Representative and make every effort to respond as soon as possible to limit damage from the Emergency Incident and protect the public's health, safety, and welfare.

CURRENT CONTROL CENTER 24 HOUR PHONE NUMBER: 877-267-2290

Grantee shall keep the City Representative and City Fire Marshall updated in Writing of any changes to this contact information.

(c) The Grantee warrants that, throughout the term of this Franchise, it will make periodic updates to its Emergency Incident Response Plan in full compliance with Environmental Laws and the applicable requirements of Jurisdictional Agencies.

(d) The Parties agree to meet annually to review the Emergency Incident Response Plan and Incident Response procedures as required by Environmental Laws and the applicable regulations of Jurisdictional Agencies. Grantee shall coordinate this meeting with the City, other local public safety agencies and other interested parties.

(e) The Grantee will, at all times, have available or have access to, sufficient Emergency Incident Response equipment and materials within the Franchise Area to properly and completely respond to any spill, leak, rupture or other release of Petroleum Products or Hazardous Substances from the Grantee's Facilities, in accordance with Environmental Laws and applicable regulations of Jurisdictional Agencies or otherwise in accordance with best management practices and industry standards.

9.2 Grantee Responsible for Costs of Clean-Up. Except to the extent an Emergency Incident is shown to be proximately caused by the negligence of the City^[GJR(1)], ^[GJR(2)] Grantee shall

be solely responsible for all reasonable and necessary costs incurred by City, County, local or State agencies in responding to any spill, leak, rupture or other release of Petroleum Products from its facilities that are required by Environmental Laws, including, but not limited to, detection and removal of contaminants from surface or subsurface soil or water, including sources of vapor intrusion and actual remediation costs All such costs shall be considered extraordinary costs that shall not be born by the City and shall not be considered administrative expenses of the City. Nothing in this section shall limit Grantee's rights or causes of action against any third party who may be responsible for such leak, spill, rupture, or other release of Petroleum Products or hazardous substances from Grantees Facilities.

9.3 Notice of Leak, Spill or Rupture From Grantee's Facilities.

(a) In areas outside the City's Wellhead Influence Zone, Grantee shall notify the City in Writing within one (1) business day of its observation or detection of, any uncontained leak, spill, rupture or other release of Petroleum Products from its Facilities within the Franchise Area requiring notification to Jurisdictional Agencies.

(b) In areas inside the City's Wellhead Influence Zone, the City shall receive telephonic notification immediately after the Emergency Incident is discovered and/or reported to Jurisdictional Agencies.

(c) If requested by the City Representative in Writing, Grantee shall follow-up this notice within thirty (30) days with a Written report of the Emergency Incident, including, but not limited to, the date, time, amount, location, response, and remediation of the leak, spill, rupture or other release of Petroleum Products as submitted to Jurisdictional Agencies.

9.4 City May Investigate Any Leaks From Grantee's Facilities.

(a) In the event of a leak of Petroleum Products from Grantee's Facilities, if the City's Representative has a reasonable basis to be concerned about the safety or security of Grantee's Operations or Facilities in any location which might impact the Aquifer, or the Well Head Influence zone, or endanger its citizens, or its property, including public water supply facilities within the Franchise Area, the City's Representative may seek an investigation by Jurisdictional Agencies, or request assurances or additional information from Grantee regarding its Facilities or Operations in the Franchise Area, including a third party evaluation pursuant to Section 7.5, as deemed necessary by the City's Representative. Any costs incurred by the City in seeking such an investigation, following a leak event, including employment of an expert consultant shall be considered as a recoverable administrative cost.

(b) Supplementing other provisions, in the event of a leak, spill or rupture comprising an Emergency Incident in the Franchise Area where the cause is not reasonably apparent, Grantee shall take immediate steps to fully cooperate with all Jurisdictional Agency investigations, giving the City reasonable assurances and confirmation of these actions. All results of any non-privileged investigation shall be disclosed to the City Representative. The City may view all pertinent records and reports thereof. The City has the right to satisfy itself of the due diligence of such investigation. If the City reasonably deems the public water supply or the safety and security of its Wellhead Influence Zone area are in jeopardy, the City may demand that the occurrence be investigated by an independent pipeline consultant selected by City. Grantee shall be solely responsible for paying all of the reasonable costs and expenses incurred in investigating the occurrence and reporting any findings to Jurisdictional Agencies, up to a maximum amount of fifty thousand dollars (\$50,000) per incident for incidents up to ten barrels product loss and a maximum of \$100,000 for incidents over ten barrels involving a spill, leak, or rupture. Grantee shall meet and

confer with the independent consultant following the consultant's investigation to address whether any modifications or additions to Grantee's Facilities may be warranted. In cases where Jurisdictional Agencies do perform an investigation, Grantee shall provide a copy of the results of any investigation within ten (10) days of receipt of such report.

(c) If the independent pipeline consultant recommends that Grantee make modifications or additions to Grantee's Facilities, Grantee covenants to consider said recommendations in good faith. If Grantee declines to follow the consultant's recommendations, Grantee shall provide a Written report within 90 days to the City explaining its reasoning for not following said recommendations. The Parties agree to comply with the Dispute Resolution provisions of Section 13 contained herein to resolve any dispute over whether to follow the consultant's recommendations.

9.5 Emergency Flow Restricting Devices in Facilities – Remote Control.

(a) Grantee has installed Emergency Flow Restricting Devices (EFRD) in its Facilities within the Franchise Area in the locations shown in Exhibit "C". All Emergency Flow Restricting Devices for Grantee's Facilities shall be remotely controlled from the Control Center and shall be capable of being instantly activated by Grantee.

(b) Emergency Flow Restriction Devices - Location. Grantee currently has EFRDs on either side of the Spokane River capable of manual and remote operation through its Control Center and in the vicinity of the City's Parkwater Well station near Felts Field municipal airport. These EFRDs shall continue to be maintained by Grantee during the term of the Franchise or so long as Grantee operates Facilities within the Franchise Area.

(c) Grantee shall maintain adequate 24-hour emergency staffing immediately accessible by the City Fire Chief or the City Representative to activate said EFRDs in the case of an Emergency Incident involving Grantee's Facilities.

9.6 Responsibility of Grantee to Take Precautions to Avoid Leak, Spill, or Rupture. It remains the sole and separate responsibility of the Grantee, under the authority of this Franchise, to take adequate precautions to avoid Leaks, Spills or Ruptures that might result in the release of Petroleum Products from its Facilities, as required by all Environmental Laws and applicable regulations of Jurisdictional Agencies, including, but not limited to, compliance with the requirements of RCW Chapter 19.122 (One Call System).

Section 10. Required Relocation of Facilities for Public Project.

10.1 Public Project.

(a) In the event that the City undertakes or approves the construction of any Public Project including by not limited to: changes to the grade or location of any water, sewer or storm drainage line, street or sidewalk, or undertakes any other Public Project and as a result, the City determines that the public health, safety, welfare, necessity, and/or convenience reasonably requires changes to, or the relocation of, the Grantee's Facilities in the Public Right-of-Way or on Public Property, then the Grantee shall make such changes or relocations as required herein at the Grantee's sole cost, expense and risk.

(b) The City shall provide written notice to Grantee at least 180 days prior to commencement of any Public Project which requires relocation of Grantee's pipeline and/or Facilities.

(c) In the event the Grantee relocates or otherwise modifies its facilities at the direction of the City to accommodate a City Public Project, and the City thereafter abandons and

does not complete the Public Project, the Grantee may invoke the Dispute Resolution Section Procedures and seek reimbursement for the reasonable and necessary costs incurred by the Grantee for the relocation or modification that it would not have otherwise incurred.

10.2 Relocation of Facilities by Grantee.

(a) Prior to commencing construction on a Public Project affecting Grantee's Facilities, the City shall provide Grantee with copies of pertinent portions of the plans and specifications for the Public Project; and, upon request, Grantee shall, at its sole cost and expense, determine and identify for the City Representative the exact location of its Facilities potentially affected by the Public Project. Grantee shall promptly relocate such Facilities at Grantee's sole cost and expense to accommodate a Public Project if reasonably requested to do so by City; and shall similarly relocate its Facilities for any other projects at the request of the City, but in such case, Grantee may recover its reasonable expenses from persons other than the City responsible for the relocation request.

(b) The City shall work cooperatively with the Grantee in determining a viable and practical route within which Grantee may relocate its Facilities, in order to minimize costs to the Grantee while meeting the requirements of the City's Public Project, and will, to the extent possible, provide an alternative Public Right-of-Way or Public Property for the relocation.

(c) Grantee shall complete relocation of its Facilities so as to accommodate the requirements of the Public Project at least ten (10) calendar days prior to commencement of such Project or at such other time as the Parties may agree in Writing.

(d) The Parties agree that the City's exact damages, because of delays by the Grantee, in compliance with this section are difficult to precisely quantify. If the City or its contractor is delayed at any time in the progress of the work on the Public Project by an act or neglect of the

Grantee, or those acting for, or on behalf of, the Grantee, then Grantee agrees to pay the City liquidated damages as provided in Section 12.1. The requirement for payment of Liquidated Damages does not apply if the delays were caused by the acts of the City.

10.3 Alternative Plan to Avoid Relocation of Facilities. Grantee may, after receipt of Written notice requesting a relocation of its Facilities, submit to the City Representative Written alternatives to the relocation of Grantee's Facilities within forty five (45) calendar days of receiving the plans and specifications for the Public Project. The City shall evaluate the alternatives and advise Grantee in Writing if one or more of the alternatives are suitable to accommodate the requirements of the Public Project. The City Representative shall give each alternative proposed by Grantee full and fair consideration but retains full discretion and final authority to decide whether to utilize its original plan or an alternative proposed by Grantee.

10.4 Requested Relocation within 5 Years. If any portion of the Grantee's pipeline and/or Facilities that has been required by the City to be relocated under the provisions of this section is subsequently required to be relocated again within five (5) years of the original relocation, the City will bear the actual and reasonable cost of the subsequent relocation during the five (5) year period.

Section 11. Removal of Grantee's Facilities - Abandonment in Place.

11.1 Permanent Cessation of Use of Facilities.

(a) In the event of Grantee's permanent cessation of use or abandonment of its Facilities, or any portion thereof, within the Franchised Area, the Grantee shall (except as may be permitted by Section 11.2), within one hundred and eighty days (180) after the abandonment or permanent cessation of use, remove its Pipelines and/or Facilities or any portion thereof, from the Public Right-of-Way or Public Property at Grantee's sole cost and expense.

(b) A presumption of Grantee's abandonment or permanent cessation of use of Facilities arises after twelve months substantial non-use by Grantee of its Facilities as to that part of the Franchise Area concerned.

(c) In the event of the removal of all or a portion of its Facilities, Grantee shall restore the Franchised Area as nearly as possible to as good or better condition as it was in before the installation of the Grantee's Pipelines and/or Facilities, in compliance with the City's current Pavement Cut Policies.

(d) Such property restoration shall be done at the Company's sole cost and expense and to the City's Representative's satisfaction. Grantee shall be responsible for the payment of any costs of any environmental review required by for the removal of any Pipelines and/or Facilities from the Premises within the Franchise area.

(e) If the Grantee fails to remove or secure the Pipelines and/or Facilities and fails to restore the Premises, or fails to take such other mutually agreed upon action, the City may, after reasonable notice to the Grantee, remove the Facilities, restore the Premises, or take such other action as is reasonably necessary at the Grantee's expense, and the City shall not be liable therefore. This remedy shall not be deemed to be exclusive and shall not prevent the City from seeking a judicial order directing that the Facilities be removed.

11.2 Alternatives to Grantee's Removal of Facilities from Public Right-of-Way.

(a) Upon abandonment or permanent cessation of Facilities, and with the Written consent of the City's Representative, as an alternative to Grantee's removal of the Facilities the Grantee may secure its underground Facilities within the Franchise Area or on other Public Property, rendering them safe and harmless, removing all Petroleum Products from the Facilities, purging vapors, displacing the contents of the pipeline with an appropriate inert material, and sealing Facility

ends with a suitable end closure, all in compliance with Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) Provided that portions of the Grantee's Facilities which are above ground shall be removed at Grantee's sole expense, except where approved, in Writing, by the City's Representative.

(c) For permission for Grantee to abandon all, or substantially all, of the Grantee's Facilities within the Franchise Area, the City's consent must be expressed by a Resolution of the City Council, upon such additional conditions as may be prescribed therein.

11.3 Grantee's Abandonment of Facilities – Requirement of Bond. The City's permission for Grantee's partial or complete abandonment of Facilities in place on the Premises within the Franchise Area may be conditioned upon Grantee's posting of a bond, in a form and with a surety subject to the City's reasonable approval, or other security approved by the City to cover any estimated future risks and reasonable likely costs to the City in dealing with Grantee's Facilities as abandoned on the Premises in the Public Right-of-Way or on other Public Property, including prevention or remediation of any environmental damage.

11.4 Requirements of this Section Survives Franchise Termination. The Parties expressly agree that the requirements of Section 11 shall survive the expiration, revocation, or termination of this Franchise.

Section 12. Violations, Remedies and Termination.

12.1 City's Remedies for Violations. The Grantee shall be in compliance with the terms of this Franchise at all times. In addition to any rights set forth elsewhere in this Franchise, or other rights it may possess at law or equity, the City reserves the right to apply any of the following

remedies, alone or in combination, in the event Grantee violates any material provision of this Franchise.

(a) Liquidated Damages for Delay. The Parties agree that damages for delay in compliance with the requirements of this Franchise are difficult to ascertain and determine. If Grantee fails or refuses to comply with any condition of this Franchise, or any of its terms or provisions, the damages suffered by the City as a result may include, without limitation, increased costs of administration and other damages difficult to measure; therefore, City and the Grantee agree that liquidated damages of \$1,000 Dollars (One thousand dollars) per day, per incident or other measure of violation, may be assessed from the first day that the City notifies the Grantee of the occurrence of the violation or incident, so long as Grantee remains non-compliant. These liquidated damages represent both Parties' best estimate of the damages likely to result from such compliance delays and do not include compensation for municipal property damage, damage to the City facilities, water supply or other public resources or properties and other losses, nor for liability risks as typically protected by insurance. Grantee may invoke the Dispute Resolution provisions as provided in Section 13 of this Franchise in connection with imposition of damages by the City under this section, but this shall not stay the continued accrual of such damages.

(b) Termination of Franchise. The City may also terminate this Franchise if Grantee materially breaches or otherwise fails to perform, comply with, or otherwise observe any of the material terms and conditions of this Franchise, or fails to maintain all required licenses and approvals from Jurisdictional Agencies, and fails to cure any such breach or default within thirty (30) calendar days of City's Representative providing Grantee Written notice thereof.

(c) The above cited remedies are cumulative and not exclusive, and, the exercise of one remedy shall not prevent the exercise of another or any rights of the City at law or equity.

12.2 Termination of Franchise Requires Vote of City Council. This Franchise shall not be terminated except upon a majority vote of the full membership of the City Council, after reasonable notice to Grantee and an opportunity to be heard, provided that if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after notice to Grantee of the termination by the City Representative. The Council may refer any portion of a dispute involving a potential termination of the Franchise to the City Hearings Examiner for hearing and recommendation.

12.3 Grantee's Termination of Franchise.

Grantee may terminate this Franchise upon 30-days' written notice to City.

12.4 Grantee's Obligations Upon Termination of Franchise.

(a) In the event of termination of this Franchise, Grantee shall immediately discontinue Operation of its Facilities in the Franchise Area unless doing so creates an appreciable risk to human health, safety, or the environment, in which case Grantee shall discontinue Operations of its Facilities in the Franchise Area as quickly as it is able to do so without threatening human health, safety, or the environment, in accordance with a schedule approved by Jurisdictional Agencies.

(b) Once the Grantee's rights to Operate in the Franchise Area have terminated, Grantee shall comply with the Franchise provisions regarding removal and/or abandonment of Facilities.

(c) Either Party may invoke the Dispute Resolution provisions set forth in Section 13 of this Franchise, as it deems necessary with regard to termination. Alternatively, the City may elect to seek relief directly in Superior Court, in which case the Dispute Resolution requirements of Section 13 shall not be applicable.

12.5 Termination of this Franchise Shall Not Release Either Party From Liability.

(a) Termination of the Franchise shall not release either Party from any obligation with respect to any matter occurring prior to such termination, nor shall such termination release Grantee from any obligation to remove or secure Grantee's Facilities on the Premises within the Franchise Area and to restore the Premises within the Franchise Area, including, but not limited to, Grantee's compliance with the terms of this Franchise regarding removal and/or abandonment of its Facilities, in accordance with Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) The City's failure to exercise a particular remedy at any time shall not waive the City's right to terminate, assess penalties, or assert any other remedy at law or equity for any future breach or default by Grantee.

12.6 Covenants in Franchise Enforceable in Court. The Parties acknowledge that the covenants set forth herein are essential to this Franchise, and, but for the mutual agreements of the Parties to comply with such covenants, the Parties would not have entered into this Franchise. The Parties further acknowledge that they may not have an adequate remedy at law if the other Party violates such covenant; therefore, the Parties shall have the right, in addition to any other rights they may have, to obtain injunctive relief in Spokane County Superior Court to restrain any breach or threatened breach of Franchise terms, or to specifically enforce any of the covenants contained herein should the other Party fail to perform them.

Section 13. Dispute Resolution.

13.1 Resolution of Disputes by Franchise Administrators. In the event of a dispute between City and Grantee arising by reason of this Franchise, or any obligation hereunder, the dispute shall first be referred to the operational officers or representatives designated by the City and the Grantee

to have oversight over the administration of this Franchise. Said officers or representatives shall meet within thirty (30) calendar days of either Party's request for a meeting, and the Parties shall make a good faith effort to attempt to achieve a resolution of the dispute.

13.2 Resolution of Disputes by Mediation. In the event that the Parties are unable to resolve a dispute under the procedure set forth in Section 13.1, then the Parties hereby agree that the matter shall be referred to mediation. The Parties shall mutually agree upon a mediator to assist them in resolving their differences. If the Parties are unable to agree upon a mediator, the Parties shall jointly obtain a list of seven (7) mediators from a reputable dispute resolution organization and alternately strike mediators from that list until one remains. Any expenses incidental to mediation shall be borne equally by the Parties. If the dispute involves a matter previously mediated, the mediation process need not be repeated.

13.3 Judicial Remedy. If the Parties fail to achieve a resolution of the dispute through mediation, either Party may then pursue any available judicial remedies by filing an action in Spokane County Superior Court; provided that, if the Party seeking judicial redress does not substantially prevail in the judicial action, it shall pay the other Party's reasonable legal fees and costs incurred in the judicial action.

13.4 Grantee may continue to Operate Facilities within the Franchise Area during the Dispute Resolution Process, but this shall not affect either Party's right to seek injunctive relief to protect their interests in a court of competent jurisdiction in Spokane County.

Section 14. Indemnification.

14.1 General Indemnification. Except for environmental matters, which are covered by a separate indemnification, the Grantee shall indemnify, defend, and hold harmless the City, its agents, officers, elected officials, or employees from any and all liability, loss, damage, cost, expense, and

claim of any kind whether at law or in equity, including reasonable attorneys' and experts' fees incurred by the City in defense thereof, arising out of, or related to, directly or indirectly, the installation, Construction, Operation, use, location, testing, repair, Maintenance, Improvement, removal, or abandonment of Grantee's Facilities on the Premises within the Public Right-of-Way or on other Public Property within the Franchise Area under the authority of this Franchise, or from the existence of Grantee's Facilities in the Franchise Area, or from any leak, spill, rupture or other release of the Petroleum Products contained in, transferred through, or released from said Facilities, including the reasonable costs of assessing any such damages and any liability for costs of investigation, abatement, correction, cleanup, fines, penalties or other damages arising under any Environmental Laws or the applicable regulations of Jurisdictional Agencies. If any administrative or judicial action is brought against the City by reason of the rights granted to Grantee for the Construction, Maintenance, Operation or Improvement of its Facilities within the Franchise Area under the terms of this Franchise Ordinance, Grantee shall defend the City, its agents, officers, elected officials, or employees at the Grantee's sole cost and expense. This general indemnification does not apply to the extent that any matters are shown to be proximately caused by the City's negligence or willful misconduct.

14.2 Environmental Indemnification.

(a) Grantee shall indemnify, defend and hold harmless the City, its agents, officers, elected officials or employees from and against any and all liability, loss, damage, expense, actions or claims, either at law or in equity, for environmental damages arising out of, or related to, directly or indirectly, the installation, Construction, Operation, use, location, testing, repair Maintenance, Improvement, removal, or abandonment of Grantee's Facilities in the Public Right-of-Way or on other Public Property within the Franchise Area under the authority of this Franchise,

including, but not limited to, costs and reasonable attorneys' and experts' fees incurred by City in defense thereof, arising directly or indirectly from:

(1) Grantee's breach of any Environmental Laws or the regulations of Jurisdictional Agencies applicable to the Grantee's Facilities; or

(2) Any release of Petroleum Products or other Hazardous Substances from the Grantee's Facilities within the Franchise Area; or

(3) Any other incident arising from Grantee's activities related to the rights granted under this Franchise including actions by Grantee, or its agents, contractors or subcontractors.

(b) This indemnity includes but is not limited to:

(1) Liability for any Governmental Agency's costs of removal of, or remedial action for, a leak, spill, rupture or release of Petroleum Products or other Hazardous Substances from Grantee's Facilities;

(2) Damages to natural resources caused by a leak, spill, rupture or other release of Petroleum Products or other hazardous substances from Grantee's Facilities, including the reasonable costs of assessing such damages;

(3) Liability for any other person's costs, including the City's (except for those excluded because they were not proximately caused by the City's negligence or willful misconduct as set forth in subsection (c), below), of responding to any leak, spill, rupture or other release of Petroleum Products or other Hazardous Substances from Grantee's Facilities;

(4) Liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any Environmental Laws or the applicable regulations of Jurisdictional Agencies; and

(5) Liability for personal injury, property damage, or economic loss from the acts or omissions of the Grantee related to the City's grant of this Franchise or Grantee's Operation, Maintenance, Construction or Improvement of the Facilities arising under any statutory or common-law theory.

(c) This environmental indemnification does not apply to the extent that any matters are shown to be proximately caused by the City's negligence or willful misconduct.

14.3 Indemnity Obligations Survive Termination. The indemnity provisions contained herein shall survive the expiration, revocation, or termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in, or on, the Premises within the Franchise Area or until the Parties execute a new Franchise which modifies or terminates these indemnity provisions.

Section 15. Insurance and Bond Requirements.

15.1 Insurance Requirement.

(a) During this Franchise, Grantee shall procure and maintain, at its sole cost and expense, from carriers with an AM Best's Financial Strength Rating of at least A- commercial general liability insurance, including sudden and accidental pollution in the minimum amount of One Hundred Million Dollars (\$100,000,000) for each occurrence and in the annual aggregate, in a form reasonably acceptable to the City. Insurance coverage shall include, but is not limited to, all defense costs. Grantee and City agree that, every five years following the effective date of this Franchise, either party may request in writing that both parties meet to discuss the continuing appropriateness of the Insurance Requirement and whether new circumstances merit an adjustment of the Insurance Requirement. The parties agree to meet and discuss this matter in good faith, but neither party is obligated to agree to an adjustment of the Insurance Requirement.

(b) Grantee is permitted to self-insure a portion of the total amount of insurance

required in Section 15.1(a), above, in an amount up to and including Twenty-five Million Dollars (\$25,000,000). In lieu of a policy of insurance, a portion or the entire amount of coverage above Grantee's self-insured portion may, at Grantee's option, be met by one or more Guarantees from Grantee's ownership interests, substantially in the form as the template Guaranty attached as Exhibit B. The Grantee shall notify the City of change of ownership of any of the Guarantees or insolvency of any Guarantee.

15.2 Grantee to Provide Proof of Insurance. Upon request, Grantee shall provide evidence of the coverage required in Section 15.1 in a form reasonably acceptable to City. Further, any policies of insurance procured and maintained by Grantee to satisfy the requirements in Section 15.1 shall, to the extent of Grantee's indemnification obligations herein of Grantor, show Grantor as an additional insured, provide a waiver of subrogation in favor of Grantor, and respond as primary to any insurance carried by Grantor. Further, such policies shall contain a provision that the policy shall not be canceled without a minimum of thirty (30) days prior Written notice to the City or otherwise is allowed under the terms and conditions of the policy.

15.3 Grantee is permitted to procure insurance from more than one carrier to meet the insurance obligations specified in Section 15.1(a), above. Insurance carriers are not required to be "admitted" in the State of Washington.

15.4 Bond and Insurance Requirements Survive Termination. The insurance and bond provisions contained herein shall be negotiated at the expiration, revocation, or termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in, or on, the Premises within the Franchise Area or until the Parties execute a new Franchise Agreement which modifies or terminates these indemnity, insurance, and bond provisions.

Section 16. Receivership or Foreclosure of Grantee.

16.1 Notice to City – Bankruptcy. Grantee shall immediately notify the City in Writing if Grantee:

(a) files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to effect a plan or other arrangement with creditors; or

(b) files an answer admitting the jurisdiction of the Bankruptcy Court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended; or

(c) is adjudicated bankrupt, makes an assignment for the benefit of creditors, or applies for, or consents to, the appointment of any receiver or trustee of all or any part of its property including all or any parts of its business operations or Facilities within or affecting the Franchise Area.

16.2 Notice to City -- Foreclosure. Upon the foreclosure or other judicial sale of all, or a substantial part of, Grantee's business operations or Facilities within or affecting the Franchise Area, or upon the termination of any lease covering all, or a substantial part of, the Facilities within or affecting the Franchise Area, Grantee shall notify the City Representative of such fact.

16.3 City's Right to Terminate Franchise Upon Appointment of Receiver. The City shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of a Grantee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

(a) Within one hundred twenty (120) days after the election or appointment, such receiver or trustee shall have fully complied with all of the provisions of this Franchise and remedied any existing violations and/or defaults; and

(b) Within said one hundred twenty (120) days, such receiver or trustee shall have executed an agreement, duly approved by the court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise granted to the Grantee except where expressly prohibited by applicable provisions of State or Federal law.

16.4 City's Right to Seek Injunctive Relief. Nothing in this Section shall limit the ability of the City to seek emergency or injunctive relief against Grantee if it deems the City water supply, Wellhead or Aquifer to be in significant danger or jeopardy. Such action shall not be an election of remedies but shall preserve all other remedies in addition, at contract, law, or equity.

Section 17. Annual Franchise Fee and Costs.

17.1 Franchise Fee. In consideration for granting this Franchise to Grantee and for the use of the Premises within the Franchise Area, there is hereby established an annual Franchise Fee equal to Twenty- five Thousand Dollars/year (\$25,000).

The annual Franchise Fee shall remain constant for the first five (5) years of this Franchise and shall then subsequently be increased every year by the national Consumer Price Index for Urban Consumers (CPI-U) as published in January of that year, or at a rate of 1.5%, whichever is greater.

17.2 Fee Payment in Installments. The first installment shall be paid at the time Grantee accepts this Franchise and shall cover the next twelve (12) months. Each succeeding installment shall cover the next twelve (12) month period and shall be paid not later than the anniversary date of the Effective Date of this Franchise.

17.3 Interest on Late Payments. Interest shall accrue on any late payment of the Franchise Fee at the rate of twelve percent (12%) per annum. Such interest shall be in addition to any applicable and customary penalties for late payment. Any partial payment shall first be applied to any applicable and customary penalties, then interest, and then to principal.

17.4 The Franchise Fee set forth above, does not include standard and customary payments associated with the City's administrative expenses incurred in reviewing, licensing, permitting, or granting any other approvals necessary for the Grantee to Operate, Maintain, Construct or Improve its Facilities, or for any inspection or enforcement costs thereunder (i.e. customary permitting fees). Additionally, the foregoing annual fee does not include any generally applicable taxes that the City may legally levy.

Section 18. Legal Relations; Charter Requirements.

18.1 No Relationship Created by Grant of Franchise. Nothing contained in this Franchise shall be construed to create an association, trust, partnership, agency relationship, or joint venture between the City and Grantee, or to impose a trust, partnership, or agency duty, obligation or liability on, or with regard to, either Party. Each Party shall be individually and severally liable for its own duties, obligations, and liabilities under this Franchise.

18.2 No Warranty by City. The Grantee accepts any privileges granted hereunder by the terms of this Franchise for the installation of its Facilities on the Premises within the Public Right-of-Way and on other Public Property within the Franchise Area in an "as is" condition. Grantee stipulates and agrees that the City has never made any representations, or any implied or express warranties or guarantees as to the suitability, security, or safety of the Premises for Grantee's location of its Facilities or any representations as to possible hazards or dangers arising from other uses of the Premises by the City, the general public, or other utilities. As between the City and the Grantee, the Grantee shall remain solely and separately liable for the operation, testing, Maintenance, Construction, Improvement, replacement, and/or repair of the Facilities or other activities permitted hereunder.

18.3 Workers' Compensation Immunity Waiver. Grantee waives immunity under Title 51 RCW in any cases involving the City and affirms that the City and Grantee have specifically negotiated this provision, to the extent it may apply.

18.4 Franchise Creates No Duty on City. This Franchise shall not create any duty of the City or any of its officials, elected officials, employees or agents and no liability shall arise from any action or failure to act by the City or any of its officials, elected officials, employees or agents in the exercise of powers reserved to the City. Further, this ordinance is not intended to acknowledge, create, imply or expand any duty or liability of the City with respect to any function in the exercise of its police power or for any other purpose. Any duty that may nonetheless be deemed to be created in the City shall be deemed a duty to the general public and not to any specific party, group or entity.

18.5 Supplementing and not by way of limitation of other provisions, the City reserves all rights under its City Charter and as allowed by applicable provisions of Federal and State law, including expressly those conditions stated in Sections 106, 107 and 108, of the City Charter as applicable.

18.6 Grantee may not issue any capital stock on account of the Franchise or the value thereof and shall have no right to receive any return on account of the Franchise or its value.

18.7 As applicable, the Franchise and all things constructed thereunder shall be subject to common use by any other grantee or assignee of any other franchise, whenever there shall be necessity therefor, upon payment or tender of compensation for such use. The question of necessity, compensation and all other questions relating thereto, shall be judicial questions, but no judicial proceeding shall suspend or postpone such use if the person or corporation desiring such common use shall deposit in the court such sums as the court, in a preliminary hearing may determine.

Section 19: Miscellaneous.

19.1 Interpretation and Venue. This Franchise shall be governed by, and construed in accordance with the laws of the State of Washington and the Parties agree that in any action, except for actions based on Federal questions, that jurisdiction and venue shall lie exclusively in the Superior Court of Spokane County, Washington. For any Federal judicial action involving the rights granted under this Franchise, venue shall lie in the United States District Court for the Eastern District of Washington.

19.2 Amendment or Modification of Franchise. In the event that a court of competent jurisdiction declares a material provision of this Franchise to be invalid, illegal or unenforceable, the Parties shall negotiate in good faith and agree, to the maximum extent practicable in light of such determination, to make such amendments or modifications to the Franchise as are appropriate actions so as to give effect to the intentions of the Parties as reflected herein. If severance from this Franchise of the particular provision(s) determined to be invalid, illegal or unenforceable will fundamentally impair the value of this Franchise, either Party may bring an action in the Spokane County Superior Court to reform or reconstitute the Franchise so as to recapture the original intent of said particular provision(s). All other provisions of the Franchise shall remain in effect at all times during which negotiations or a judicial action remains pending.

19.3 Time is of the Essence. Whenever this Franchise sets forth a time for any act to be performed, such time shall be deemed to be of the essence, and any failure to perform within the allotted time may be considered a material violation of the requirement of this Franchise. Where no specific time is specified, performance shall be made in a reasonable time, and for such performance, time is also of the essence.

19.4 Effect of Force Majeure. In the event that Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason(s) beyond the reasonable control of Grantee, performance shall be excused during and to the extent of such Force Majeure occurrence. Upon removal or termination of the Force Majeure occurrence the Grantee shall promptly perform the affected obligations in an orderly and expedited manner under this Franchise or procure a substitute for such obligation or performance that is reasonably satisfactory to City. Grantee shall not be excused by mere economic hardship, or by the misfeasance or malfeasance of its directors, officers, or employees or any other conditions that might have been reasonably foreseen or avoided, with the exercise of reasonable care and diligence.

19.5 Section Headings.

(a) The Section headings in this Franchise are for convenience only, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the Section to which they pertain.

(b) This Franchise is expressly subject to the terms of the Spokane City Charter and Article XI thereof.

19.6 No Third Party Liability. By entering into this Franchise, the Parties expressly do not intend to create any obligation or liability, or promise any performance to any third Party, nor have the Parties created for any third Party any right to enforce this Franchise.

19.7 Successors and Assignees Bound by Franchise. This Franchise and all the provisions shall be binding upon and inure to the benefit of the respective successors and permitted assignees of the Parties.

19.8 Notice Requirements. Whenever this Franchise calls for notice to or notification by any Party, the same (unless otherwise specifically provided) shall be in Writing and directed to the recipient at

the address set forth in this Section, unless written notice of change of address is provided to the other Party. If the date for making any payment or performing any act is a legal holiday, payment may be made or the act performed on the next succeeding business day which is not a legal holiday.

Notices shall be directed to the Parties as follows:

To the City:

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

To the Grantee:

Real Estate Services
PO Box 7500
Bartlesville, OK

Copy to:

Office of the City Attorney
5th Floor City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3326

19.9 Authority of Parties to Execute Franchise. The Parties each represent and warrant that they have full authority to enter into and to perform this Franchise, that they are not in default or violation of any permit, license, or similar requirement necessary to carry out the terms hereof, and that no further approval, permit, license, certification, or action by a Jurisdictional Agency is required to execute and perform this Franchise, except such as may be routinely required and obtained in the ordinary course of business.

19.10 Franchise Supersedes All Previous Agreements. This Franchise and the attachments hereto represent the entire understanding and agreement between the Parties with respect to the subject matter and it supersedes all prior oral negotiations between the Parties. This Franchise can be amended, supplemented, modified, or changed only by an agreement in writing which makes specific reference to the Franchise or the appropriate attachment and which is signed by both Parties. No waiver of any provision of this Franchise shall be effective unless reduced to writing and signed by the Party granting the waiver. All previous franchise agreements between the Parties pertaining to

Grantee's Construction, Maintenance, Improvement or Operation of its Facilities within the Franchise Area are hereby superseded.

19.11 Purpose of Franchise; Acceptance of Franchise.

(a) The purpose of this Franchise is to grant Grantee the right to Operate, Maintain, Construct and Improve its Facilities in the Franchise Area and to assure the City protection against liability or loss in connection with Grantee's enjoyment of the Franchise, including loss or damage to the public water supply, City Wellhead area or Aquifer contamination. This Franchise shall be liberally construed to accomplish these purposes.

(b) Grantee shall, within thirty (30) days after passage of this Ordinance, file with the City Clerk, its unconditional Written acceptance of all the terms and conditions of this Franchise. If Grantee shall fail to so file its Written acceptance within such period, then the rights and privileges granted hereunder shall be deemed forfeited.

19.12 Effective Date. The Effective Date of this Franchise shall be the 1st day of _____, 2020, after passage, approval and legal publication of this Ordinance as provided by law, and provided it has been duly accepted by Grantee as herein above provided. On that date, the rights, duties and obligations shall come into effect and the date from which the time requirement for any notice, extension and/or renewal will be measured. The City has made no effort to verify that Grantee compliance, and waives no existing deficiencies at the time of Franchise approval.

PASSED by the City Council this _____ day of _____, 2020

Council President

Attest:

Approved as to Form

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

UNCONDITIONAL ACCEPTANCE BY GRANTEE

I, the undersigned official of Yellowstone Pipe Line Company, am authorized to bind Yellowstone Pipe Line Company and to unconditionally accept the terms and conditions of the foregoing Franchise (Ordinance No. C-_____), which are hereby accepted by Yellowstone Pipe Line Company this ____ day of _____, 2020.

Yellowstone Pipe Line Company

By: _____

Name: _____

Title: _____

Tract_Num	Property_T	Owner	Line_typ	Distance	Pipe_Lengt	Descr
A-3	Part A	City of Spokane	Pipeline to be covered by City Franchise	76.60 Rds	1263.92	Florida Ave. - 76.60 Rods
A-5	Part A	City of Spokane	Pipeline to be covered by City Franchise	319.69 Rds	5274.9	Florida Ave. - 319.69 Rods
B-03	Part B	City of Spokane	Pipeline to be covered by City Franchise	3.91 Rds	64.494	Trent Avenue - 3.91 Rods
B-04	Part B	City of Spokane	Pipeline to be covered by City Franchise	5.92 Rds	97.75	Koren St. & Parkwater Ave. - 5.92 Rods
B-05	Part B	City of Spokane	Pipeline to be covered by City Franchise	38.72 Rds	638.821	Koren Street - 38.72 Rods
B-07	Part B	City of Spokane	Pipeline to be covered by City Franchise	35.62 Rds	587.71	Rutter Avenue - 35.62 Rods
B-08	Part B	City of Spokane	Pipeline to be covered by City Franchise	54.98 Rds	907.17	Spokane Airport (Felts Field) - 54.98 Rods
B-09	Part B	City of Spokane	Pipeline to be covered by City Franchise	13.21 Rds	217.99	Waterw orks St to SE ROW Upriver Dr - 13.21 Rods
Ea-2	Part E	City of Spokane	Pipeline to be covered by City Franchise	68.69 Rds	1133.320807	6" Geiger Jct to Geiger St - 68.69 Rods
Eb-1	Part E	City of Spokane	Pipeline to be covered by City Franchise	82.48 Rds	1360.869644	3" Geiger St to Spokane Airport
Eb-3	Part E	City of Spokane	Pipeline to be covered by City Franchise	442.15 Rds	7295.444648	3" Geiger St to Spokane Airport - 442.15 Rods

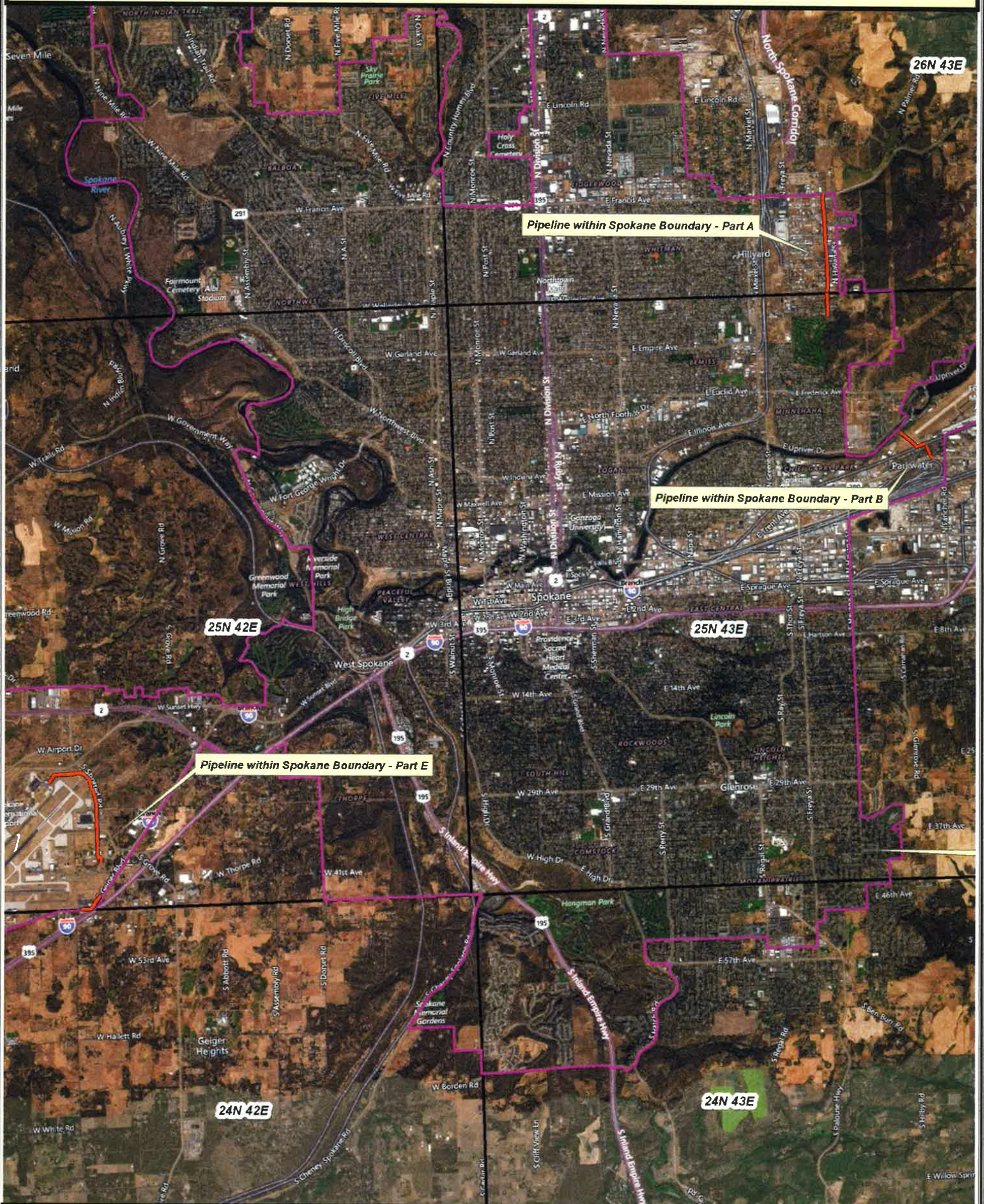


Exhibit A to Ordinance C-35924
Franchise Agreement for Yellowstone Pipe Line Company

— YPL Segments Subject to City of Spokane Franchise Agreement
— SpokaneMunicipalBndy

EXHIBIT B

GUARANTEE DOCUMENT

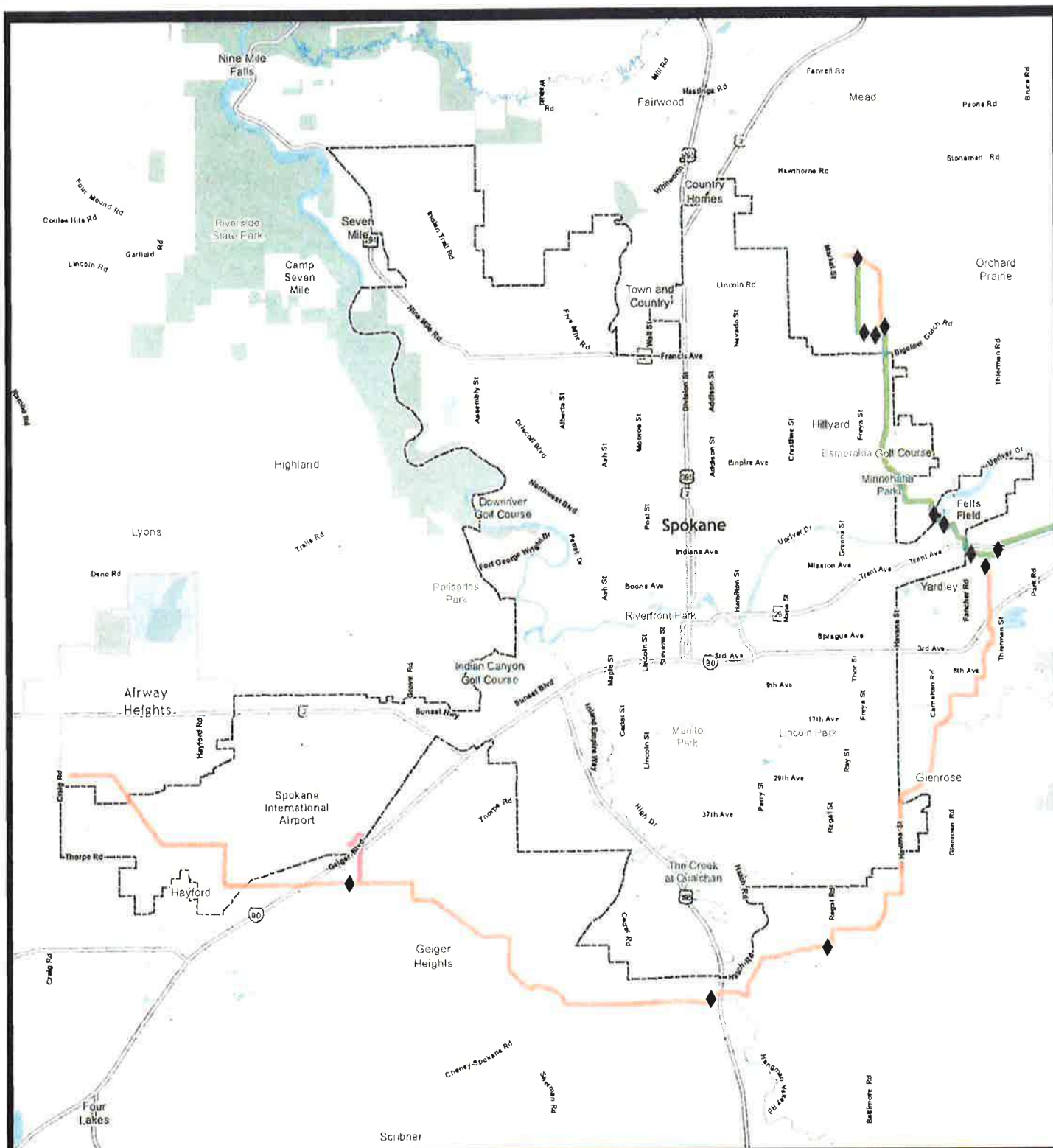
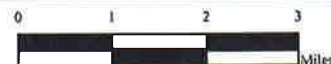


Exhibit C Emergency Flow Reduction Valves

Printed by: moline
Print date: 7/11/2012

Legend

- ◆ EMERGENCY FLOW REDUCTION VALVES
- YELLOWSTONE 10"
- YELLOWSTONE 8"
- YELLOWSTONE 6"



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

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

10/26/2020

<u>Date Rec'd</u>	10/15/2020
<u>Clerk's File #</u>	ORD C35955
<u>Renews #</u>	

Submitting Dept	PUBLIC WORKS	Cross Ref #	ORD C35526
Contact Name/Phone	SCOTT 625-6584	Project #	
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4490 - SOLID WASTE DISPOSAL RATES ORDINANCE		

Agenda Wording

An ordinance relating to the rates of public utilities and services, amending SMC sections 13.02.0528, 13.02.0530, 13.02.0552, 13.02.0554, 13.02.0560, 13.02.0562, 13.02.0563, 13.02.0568, 13.02.0570 and 13.02.0572 and adding a new SMC section

Summary (Background)

The ordinance reflects an annual increase of 2.9% to Solid Waste Disposal rates for 2021, 2022, and 2023. It also adds a \$2 transaction fee to self-haul loads brought to the Waste to Energy Facility. This three year rate proposal will provide affordability and predictability for citizens.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	FEIST, MARLENE	<u>Study Session\Other</u> 6/25/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u> Beggs
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List
<u>Legal</u>	SCHOEDEL, ELIZABETH	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	eschoedel@spokanecity.org
Additional Approvals		rhulvey@spokanecity.org
<u>Purchasing</u>		aalbinemoore@spokanecity.org
		cmorse@spokanecity.org
		caverty@spokanecity.org

ORDINANCE NO. C35955

AN ORDINANCE relating to the rates of solid waste disposal public utilities and services, amending SMC sections 13.02.0560, 13.02.0562, 13.02.0563, and 13.02.0568; and adding a new SMC section 13.02.0561, to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.02.0560 is amended to read as follows:

13.02.0560 General Mixed Solid Waste – Tonnage Fee

- A. For solid waste delivered to the Waste-to-Energy Facility (WTE), the charge shall be:

	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Per ton charge	(((\$104.50)) <u>\$113.86</u>	(((\$107.53)) <u>\$117.16</u>	(((\$110.65)) <u>\$120.56</u>
Minimum charge per vehicle	(((\$17.07)) <u>\$18.60</u>	(((\$17.57)) <u>\$19.14</u>	(((\$18.08)) <u>\$19.70</u>

- B. For solid waste delivered to the Northside Landfill, the charge shall be:

	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Per ton charge	(((\$104.50)) <u>\$113.86</u>	(((\$107.53)) <u>\$117.16</u>	(((\$110.65)) <u>\$120.56</u>
Minimum charge per vehicle	(((\$17.07)) <u>\$18.60</u>	(((\$17.57)) <u>\$19.14</u>	(((\$18.08)) <u>\$19.70</u>

- C. For solid waste delivered to the Waste to Energy Facility, which the director determines requires special handling, the charge shall be:

	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Per ton charge	(((\$187.83)) <u>\$204.66</u>	(((\$193.28)) <u>\$210.59</u>	(((\$198.89)) <u>\$216.70</u>
Minimum charge per vehicle	(((\$93.92)) <u>\$102.32</u>	(((\$96.64)) <u>\$105.29</u>	(((\$99.44)) <u>\$108.34</u>

- D. For solid waste delivered to any of the above facilities, from nonprofit generator accounts, the applicable per ton charge above listed in subsection A, B or C shall be reduced by thirty-five percent. The ~~((, with a))~~ minimum charge per vehicle is ~~((of))~~:

((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
(((\$17.07)) <u>\$18.60</u>	(((\$17.57)) <u>\$19.14</u>	(((\$18.08)) <u>\$19.70</u>

1. The generator shall identify itself as a section 501(c) (3) of the Internal Revenue Code approved nonprofit enterprise or provide similar proof of qualification to the department.
2. The waste shall be the product of the nonprofit business activities, which include waste reduction or recycling as a major component of its operations.

Section 2: That a new section, SMC 13.02.0561 shall be added to read as follows:

13.02.0561 Self Haul Transaction Fee

For all waste delivered to the Waste-to-Energy Facility or Northside Landfill, there shall be charged a self-haul transaction Fee per vehicle per load:

<u>2021</u>	<u>2022</u>	<u>2023</u>
<u>\$2.00</u>	<u>\$2.06</u>	<u>\$2.12</u>

Section 3: That SMC section 13.02.0562 is amended to read as follows:

13.02.0562 Compost

- A. Compost Consisting of Clean Green Yard Waste, Self-hauled.

For clean green yard waste, delivered to the Waste-to-Energy Facility there shall be a charge of:

	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Per ton charge (then prorated by weight thereafter)	(((\$52.70)) <u>\$57.42</u>	(((\$54.23)) <u>\$59.08</u>	(((\$55.80)) <u>\$60.80</u>
Minimum charge per vehicle	(((\$5.64)) <u>\$6.11</u>	(((\$5.77)) <u>\$6.29</u>	(((\$5.94)) <u>\$6.47</u>

These rates do not apply to dirt, debris, or other materials from large-scale landscaping, land clearing.

Section 4: That SMC section 13.02.0563 is amended to read as follows:

13.02.0563 Waste Tires

Waste Tires are tires no longer suitable for their original intended purpose because of wear, damage, or defect.

- A. For waste tires, delivered to the Waste-to-Energy Facility, there shall be a charge of:

	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Per ton charge (then prorated by weight thereafter)	(((\$136.20)) <u>\$148.39</u>	(((\$140.15)) <u>\$152.70</u>	(((\$144.21)) <u>\$157.12</u>
Minimum charge per vehicle	(((\$20.40)) <u>\$22.23</u>	(((\$20.99)) <u>\$22.87</u>	(((\$21.60)) <u>\$23.53</u>

- B. Dedicated loads of waste tires will be accepted by appointment only.
- C. Acceptance of waste tires is subject to change without notice. The City of Spokane may modify, restrict, or cancel the acceptance of waste tires in accord with policy or market conditions.

Section 5: That SMC section 13.02.0568 is amended to read as follows:

13.02.0568 Estimates Allowed

- A. Where scales are temporarily disabled or not in use, commercial vehicles are assessed a full vehicle load fee based upon comparable weights.
1. Private noncommercial citizen vehicles are assessed a fee based upon the City's estimated cubic yards of the load at

((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
(((\$27.80)) <u>\$30.29</u>	(((\$28.61)) <u>\$31.17</u>	(((\$29.44)) <u>\$32.08</u>

Per cubic yard plus applicable state taxes.

2. In addition, if a vehicle leaves without weighing out, it will be charged the full authorized loaded gross vehicle weight.
- B. Special service at a City disposal facility for disposal of unusual or nonstandard municipal solid waste, as determined by the City, or other special labor costs is at the rate of seventy-five dollars, plus applicable state taxes, per hour or fraction thereof, with a twenty-five dollar minimum charge.
1. The special service fee shall be in addition to the assessed tipping fee based on weight.
- C. Where a customer loses his/her loop tag at the disposal site, the City's representative at the disposal site scales will estimate the charge for the customer's load and such estimation will bind the customer.
1. The minimum charge will be for a one-ton load, or more if a larger load is estimated.
 2. In addition, the customer may be required to pay a five dollar (\$5.00) lost card fee.
- D. Use of scales for weighing only:

((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
(((\$17.07)) <u>\$18.60</u>	(((\$17.57)) <u>\$19.14</u>	(((\$18.08)) <u>\$19.70</u>

Section 6: Effective Date. This ordinance shall take effect and be in force on January 1, 2021.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

10/26/2020

<u>Date Rec'd</u>	10/15/2020
<u>Clerk's File #</u>	ORD C35956
<u>Renews #</u>	

Submitting Dept	PUBLIC WORKS	Cross Ref #	C35530
Contact Name/Phone	SCOTT 625-6584	Project #	
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4500 - SOLID WASTE COLLECTION RATES ORDINANCE		

Agenda Wording

An ordinance relating to solid waste collection and recycling schedules, amending SMC sections 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0310, 13.02.0512, 13.02.0514, 13.02.0516, 13.02.0518, and 13.02.0520, to chapter 13.02 of the Spokane

Summary (Background)

The ordinance reflects on annual increase of 2.9% to Solid Waste Collection rates for commercial and residential for 2021, 2022, and 2023. This three year rate proposal will provide affordability and predictability for citizens.

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	FEIST, MARLENE	<u>Study Session\Other</u>	6/25/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>	Beggs
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH	eraea@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	eschoedel@spokanecity.org	
<u>Additional Approvals</u>		rhulvey@spokanecity.org	
<u>Purchasing</u>		cmorse@spokanecity.org	
		aalbinmoore@spokanecity.org	
		ddbender@spokanecity.org	

ORDINANCE NO. C35956

AN ORDINANCE relating to the rates of solid waste collection public utilities and services, amending SMC sections 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0516, 13.02.0518, 13.02.0520, 13.02.0528, 13.02.0552, and 13.02.0554; to chapter 13.02 of the Spokane Municipal Code; repealing 13.02.0530; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.02.0502 is amended to read as follows:

13.02.0502 Residential Service Rates

- A. Service is billed monthly and is calculated by the size of the cart multiplied by the number of carts. There is an additional cost for service if cart is not placed at the curbside.
1. Single-family residential premises or equivalent are presumed to require service of at least one thirty-two gallon automated cart.
- B. Rates include all taxes imposed on the department. Taxes imposed on the customer are not included in rates stated, but added on to the rates specified herein.
- C. Adjacent Service.

Container pickup location is up to six feet from vehicle access point for automated service or twelve feet from the collection vehicle access point for semi-automated service areas. For semi-automated service, automated carts more than twelve feet from the pickup location will be charged for rollout at rates specified hereafter.

Residential Automated Cart Service	Monthly Amount		
	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
20 gallon (Discontinued)	(((\$14.39)) <u>\$15.68</u>	(((\$14.81)) <u>\$16.14</u>	(((\$15.24)) <u>\$16.60</u>
32 gallon	(((\$17.10)) <u>\$18.64</u>	(((\$17.60)) <u>\$19.18</u>	(((\$18.11)) <u>\$19.73</u>
68 gallon	(((\$30.96)) <u>\$33.73</u>	(((\$31.86)) <u>\$34.71</u>	(((\$32.78)) <u>\$35.72</u>

95 gallon	(((\$45.20)) <u>\$49.25</u>	(((\$46.51)) <u>\$50.68</u>	(((\$47.86)) <u>\$52.15</u>
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- D. Debris extending above the top of the automated cart such that the lid is at or above a forty-five degree angle will be charged at a rate of:

((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
(((\$4.00)) <u>\$4.36</u>	(((\$4.12)) <u>\$4.49</u>	(((\$4.24)) <u>\$4.62</u>

- E. Rollout Service.

Rollout Service (Pack-out is on a per automated cart basis.)	Monthly Amount		
	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Container pickup location from collection vehicle access (in feet).			
6 feet (Automated) / 12 feet (Semi-automated) to 50 feet	(((\$13.67)) <u>\$14.90</u>	(((\$14.07)) <u>\$15.33</u>	(((\$14.48)) <u>\$15.78</u>
More than 50 feet to 100 feet	(((\$27.32)) <u>\$29.77</u>	(((\$28.11)) <u>\$30.63</u>	(((\$28.93)) <u>\$31.52</u>
More than 100 feet to 150 feet	(((\$40.96)) <u>\$44.63</u>	(((\$42.15)) <u>\$45.92</u>	(((\$43.37)) <u>\$47.25</u>
More than 150 feet to 200 feet	(((\$54.61)) <u>\$59.50</u>	(((\$56.19)) <u>\$61.22</u>	(((\$57.82)) <u>\$63.00</u>

- F. Extra/additional items and extra automated cart dumping charges.

- Occasional, infrequent extra waste material (boxes, bags, cans, carts, etc.) which can be readily loaded by hand and when placed at curb or alley will be taken and charged as additional items.
- Regular extra waste will require service upgrade to a larger service category. Cart charges are based on actual cart size multiplied by the base per unit price ((~~piece~~)).

	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Additional items (per item)			
Adjacent service	(((\$4.00))	(((\$4.12))	(((\$4.24))

	<u>\$4.36</u>	<u>\$4.49</u>	<u>\$4.62</u>
	((\$5.06))	((\$5.21))	((\$5.36))
Rollout service	<u>\$5.52</u>	<u>\$5.68</u>	<u>\$5.84</u>
Extra automated cart dumping charges			
32 gallon	((\$4.28)) <u>\$4.66</u>	((\$4.40)) <u>\$4.80</u>	((\$4.53)) <u>\$4.94</u>
68 gallon	((\$7.74)) <u>\$8.43</u>	((\$7.96)) <u>\$8.67</u>	((\$8.19)) <u>\$8.92</u>
95 gallon	((\$11.30)) <u>\$12.32</u>	((\$11.63)) <u>\$12.67</u>	((\$11.97)) <u>\$13.04</u>
Contaminated recycling cart	((\$7.74)) <u>\$8.43</u>	((\$7.96)) <u>\$8.67</u>	((\$8.19)) <u>\$8.92</u>
Contaminated yard cart	((\$11.30)) <u>\$12.32</u>	((\$11.63)) <u>\$12.67</u>	((\$11.97)) <u>\$13.04</u>

G. Overweight/Oversize Containers.

1. Overweight.

For residential service, those containers in excess of the maximum allowed weight, as referenced in SMC 13.02.0354(A), are subject to an overweight charge per container, if accepted, of the following:

((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
((\$4.00)) <u>\$4.36</u>	((\$4.12)) <u>\$4.49</u>	((\$4.24)) <u>\$4.62</u>

- a. For purposes of assessing an overweight cart or container charge, the good faith estimation of the solid waste collector shall be sufficient to support the charge, absent further information, considering that such employees handle a high volume of carts and containers with regularity and are familiar with standard cart and container weight limits prescribed herein.
- b. In practice, for an overweight container charge, the assessment generally arises where the solid waste collector requires assistance.

Section 2: That SMC section 13.02.0504 is amended to read as follows:

13.02.0504 Commercial Service Rates – Dumpsters

Rates are stated for monthly billing with once weekly collection for non-compacted solid waste.

- A. Dumpster service is provided through front-end or rear-load dumpsters. In addition to a flat container placement charge, the monthly service charge is based on a one-yard dumpster multiplied by the number of yards in the dumpster multiplied by the number of weekly pickups multiplied by the number of dumpsters.

Commercial Service Rates	Monthly Amount		
	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Dumpster service			
1 cubic yard	((\$91.79) <u>\$100.01</u>	((\$94.45) <u>\$102.91</u>	((\$97.19) <u>\$105.89</u>
2 cubic yard	((\$183.56) <u>\$200.00</u>	((\$188.88) <u>\$205.80</u>	((\$194.36) <u>\$211.76</u>
3 cubic yard	((\$275.35) <u>\$300.02</u>	((\$283.34) <u>\$308.72</u>	((\$291.56) <u>\$317.67</u>
4 cubic yard	((\$367.14) <u>\$400.02</u>	((\$377.79) <u>\$411.62</u>	((\$388.75) <u>\$423.56</u>
6 cubic yard	((\$550.71) <u>\$600.02</u>	((\$566.68) <u>\$617.42</u>	((\$583.11) <u>\$635.33</u>
Dumpster lockbar for front-load dumpsters installation fee	((\$92.29) <u>\$100.55</u>	((\$94.97) <u>\$103.47</u>	((\$97.72) <u>\$106.47</u>

Section 3: That SMC section 13.02.0506 is amended to read as follows:

13.02.0506 Commercial Service Rates – Rolloffs

- A. Rolloff service is provided through twenty- or thirty-cubic-yard containers furnished by the department.
- B. In addition to the flat container placement charge, rolloff rates are computed as the sum of a pickup hauling fee plus a disposal fee computed by weight at the time of disposal.

	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Pickup Hauling Fee			
Loose solid waste	((\$130.79) <u>\$142.50</u>	((\$134.58) <u>\$146.63</u>	((\$138.48) <u>\$150.88</u>
Compacted solid waste	((\$154.75) <u>\$168.61</u>	((\$159.24) <u>\$173.50</u>	((\$163.86) <u>\$178.53</u>

- C. Minimum charge is one haul per month unless the director determines weekly service is necessary because of inclusion of putrescible materials.

Section 4: That SMC section 13.02.0508 is amended to read as follows:

13.02.0508 Commercial Container Service, Placement

A. For all commercial capacity containers, the following rules apply:

1. To avoid container damage, location changes are to be made by the department.
2. Where customer needs require the container be moved, an additional container placement charge is assessed at the following rates:

((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
((<u>\$27.69</u>)) <u>\$30.17</u>	((<u>\$28.49</u>)) <u>\$31.05</u>	((<u>\$29.32</u>)) <u>\$31.95</u>

3. A delivery charge accrues for cancellation of a container delivery request on less than twenty-four hours' notice.

B. An additional service call charge is assessed if the collection vehicle must return to dump a container that had been scheduled and not dumped for any reason not of the department's responsibility.

1. If the collection vehicle is required to move/pull out a front-load (one- to six-cubic-yard) container for the dump, a "pullout" fee is charged in addition to the disposal/dump charge at the following rates:

((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
((<u>\$27.69</u>)) <u>\$30.17</u>	((<u>\$28.49</u>)) <u>\$31.05</u>	((<u>\$29.32</u>)) <u>\$31.95</u>

2. Accepting delivery of the dumpsters includes acceptance of these additional charges where the department determines necessary.

C. If the driver must exit the truck to open an enclosure gate, a fee may be assessed at the following rates:

((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
((<u>\$14.42</u>)) <u>\$15.71</u>	((<u>\$14.84</u>)) <u>\$16.17</u>	((<u>\$15.27</u>)) <u>\$16.64</u>

- D. Once a container is placed, billing continues until the container is removed from the property by the department.

Section 5: That SMC section 13.02.0510 is amended to read as follows:

13.02.0510 Commercial Service Rates – Compactors

Rates are stated for monthly billing with once weekly collection for compacted solid waste.

- A. Where the customer supplies the compactor unit for disposal, the charge is per cubic yard of a container, provided that where the director determines an account should not be billed by cubic yard (e.g., as with rolloff boxes), an account will be billed for services in accord with the otherwise applicable rate schedule; e.g., the applicable tipping fee rate. Compactors with putrescible materials, as determined by the director, must be emptied weekly. The monthly service charge is based on a one-yard compactor multiplied by the number of yards in the compactor multiplied by the number of weekly pickups multiplied by the number of compactors.

Commercial Compactors	Monthly Amount		
	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Compactor service			
1 cubic yard	(((\$177.38)) <u>\$193.26</u>	(((\$182.52)) <u>\$198.86</u>	(((\$187.81)) <u>\$204.63</u>
2 cubic yard	(((\$354.75)) <u>\$386.52</u>	(((\$365.04)) <u>\$397.73</u>	(((\$375.63)) <u>\$409.27</u>
3 cubic yard	(((\$532.13)) <u>\$579.78</u>	(((\$547.56)) <u>\$596.59</u>	(((\$563.44)) <u>\$613.89</u>
4 cubic yard	(((\$709.51)) <u>\$773.05</u>	(((\$730.09)) <u>\$795.46</u>	(((\$751.26)) <u>\$818.53</u>
5 cubic yard	(((\$886.87)) <u>\$966.29</u>	(((\$912.59)) <u>\$994.32</u>	(((\$939.06)) <u>\$1,023.15</u>
6 cubic yard	(((\$1,064.24)) <u>\$1,159.54</u>	(((\$1,095.10)) <u>\$1,193.17</u>	(((\$1,126.86)) <u>\$1,227.77</u>

- B. Preparation of a compaction unit in order to ready it for dumping is the responsibility of the customer. This includes any lines, latches, and handles, and wheeling it into position for dumping by City equipment.
1. A fee is assessed if any part of the container preparation is done by City personnel at the following rate:

((2018))	((2019))	((2020))
---------------------	---------------------	---------------------

<u>2021</u>	<u>2022</u>	<u>2023</u>
(((\$27.69))	(((\$28.49))	(((\$29.32))
<u>\$30.17</u>	<u>\$31.05</u>	<u>\$31.95</u>

- C. Compacted waste is charged according to the time consumed and volume when placed in a customer-owned container. All other compacted solid waste, bales, etc., may be charged by volume, weight, or time to load at the department's discretion.

Special Compactor Services Requiring Extra Loading Time	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Minimum charge	(((\$9.23)) <u>\$10.06</u>	(((\$9.50)) <u>\$10.36</u>	(((\$9.78)) <u>\$10.66</u>
Per estimated 10 minute interval	(((\$9.23)) <u>\$10.06</u>	(((\$9.50)) <u>\$10.36</u>	(((\$9.78)) <u>\$10.66</u>

Section 6: That SMC section 13.02.0512 is amended to read as follows:

13.02.0512 Return Trip Charges

- A. A return trip charge accrues where a collection vehicle (general solid waste or recycling) passes a premises and must return to collect materials for any reason except department fault or error. Reasons include failure to:
1. have container properly prepared for pickup,
 2. have container at the required container pickup location,
 3. have container at the required location at the required time, or
 4. remove obstacles to department vehicle access

Return Trip Charges (Per Stop)	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Automated Solid Waste Cart Service or Recycling Cart	(((\$13.45)) <u>\$14.65</u>	(((\$13.84)) <u>\$15.08</u>	(((\$14.24)) <u>\$15.52</u>
Commercial container dumpster/recycling dumpster	(((\$27.69)) <u>\$30.17</u>	(((\$28.49)) <u>\$31.05</u>	(((\$29.32)) <u>\$31.95</u>
Commercial container rolloff	(((\$27.69)) <u>\$30.17</u>	(((\$28.49)) <u>\$31.05</u>	(((\$29.32)) <u>\$31.95</u>
Move cart for access	(((\$6.86)) <u>\$7.47</u>	(((\$7.06)) <u>\$7.69</u>	(((\$7.26)) <u>\$7.91</u>

- B. A return trip or service call charge is also assessed for customer-requested container deliveries, container retrievals or trips resulting from a customer's special handling needs, as determined by the City.
- C. Return trip charges are in addition to service call charges. Where collection does not occur for any reason not the fault or error of the department, the regular collection charges accrue to the premises. This does not include the tonnage or weight charge added to rollofs.

Section 7: That SMC section 13.02.0514 is amended to read as follows:

13.02.0514 Additional Charges for Commercial Containers

- A. Debris extending above the top of the container will be charged per cubic yard. Minimum fee is for one cubic yard.:

((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
(((\$30.28)) <u>\$32.99</u>	(((\$31.16)) <u>\$33.95</u>	(((\$32.06)) <u>\$34.93</u>

- B. On-site labor charge (where collection crew is delayed by site conditions and/or must supply additional site clean-up labor or other services, e.g. where container contents are spilled due to overfill, loose lid, or other conditions, or where access is blocked by debris):

On-site Labor Charge	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Minimum charge	(((\$27.69)) <u>\$30.17</u>	(((\$28.49)) <u>\$31.05</u>	(((\$29.32)) <u>\$31.95</u>
Per estimated 15 minute interval	(((\$27.69)) <u>\$30.17</u>	(((\$28.49)) <u>\$31.05</u>	(((\$29.32)) <u>\$31.95</u>

- C. When City personnel are required to adjust the materials on an overloaded container, a labor or preparation fee is assessed based upon time needed.

Section 8: That SMC section 13.02.0516 is amended to read as follows:

13.02.0516 Container Replacement Charges

The first container supplied to a premises is furnished free of charge. The customer is responsible to replace lost, damaged, or missing containers at market rate or contract rate. ~~((, however, and replacement costs are:~~

Container Replacement Charges	((2018))	((2019))	((2020))
Automated Carts			
32-gallon	(((\$35.61))	(((\$36.64))	(((\$37.70))
68-gallon	(((\$47.79))	(((\$49.18))	(((\$50.61))
95-gallon	(((\$54.95))	(((\$56.54))	(((\$58.18))

Dumpster/Container Replacement (front-load or rear-load)	((Monthly Amount))		
-	((2018))	((2019))	((2020))
Front-load			
One cubic yard	(((\$585.08))	(((\$602.05))	(((\$619.51))
Two cubic yards	(((\$608.96))	(((\$626.62))	(((\$644.79))
Three cubic yards	(((\$692.54))	(((\$712.62))	(((\$733.29))
Four cubic yards	(((\$817.92))	(((\$841.64))	(((\$866.05))
Six cubic yards	(((\$997.02))	(((\$1,025.93))	(((\$1,055.68))
Rear-load			
One cubic yard	(((\$465.67))	(((\$479.17))	(((\$493.07))
Two cubic yards	(((\$537.32))	(((\$552.90))	(((\$568.93))
Three cubic yards	(((\$1,086.57))	(((\$1,118.08))	(((\$1,150.50))
Four cubic yards	(((\$1,3191.06))	(((\$1,431.40))	(((\$1,472.92))
Six cubic yards	(((\$1,641.80))	(((\$1,689.41))	(((\$1,738.40))

Container Replacement Charges	((Monthly Amount))
-------------------------------	--------------------

	((2018))	((2019))	((2020))
-			
Rolloff			
Twenty cubic yards	(((\$6,632.87))	(((\$6,825.22))	(((\$7,023.15))
Thirty cubic yards	(((\$7,194.07))	(((\$7,402.70))	(((\$7,617.38))
Forty cubic yards	(((\$8,692.58))	(((\$8,944.66))	(((\$9,204.06))

Section 9: That SMC section 13.02.0518 is amended to read as follows:

13.02.0518 Container Cleaning, Pressure Wash, Refurbishment Charge

A. Pressure Washing.

General container cleaning service may be provided on a time and materials basis whenever requested or ordered by the department. Charges may increase or decrease based on current costs and contracts. The following charges apply to container cleaning and pressure washing:

Container Cleaning and Pressure Washing Charge	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
<u>Pressure Washing per hour</u>			
((Front load)) <u>Sandblasting - per hour</u>	(((\$59.10)) <u>\$95.00</u>	(((\$60.84)) <u>\$97.76</u>	(((\$62.57)) <u>\$100.59</u>
((Rolloff)) <u>Repair and Welding -per hour</u>	(((\$82.13)) <u>\$85.00</u>	(((\$84.51)) <u>\$87.47</u>	(((\$86.96)) <u>\$90.00</u>
<u>Paint – per hour</u>	<u>&95.99</u>	<u>\$98.77</u>	<u>\$101.64</u>
<u>Decaling and Striping – per hour</u>	<u>\$50.00</u>	<u>\$51.45</u>	<u>\$52.94</u>
<u>Delivery and Pickup – per hour</u>	<u>\$50.00</u>	<u>\$51.45</u>	<u>\$52.94</u>
((Residential cart cleaning			
32-gallon	(((\$11.54))	(((\$11.87))	(((\$12.21))
64 or 68-gallon	(((\$17.31))	(((\$17.81))	(((\$18.33))
95-gallon	(((\$23.07))	(((\$23.74))	(((\$24.43))

B. Refurbishment.

When a customer discontinues service or a container otherwise needs a thorough cleanout because of either customer request or departmental order, the department assesses a refurbishment fee. The department may use an independent contractor or assess a time and materials fee. ((Current)) Refurbishment charges, subject to change, are:

Refurbishment Charges	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Base – Rear-load refuse container			
1 cubic yard	(((\$168.43)) <u>\$183.51</u>	(((\$173.31)) <u>\$188.83</u>	(((\$178.34)) <u>\$194.31</u>
2 cubic yard	(((\$178.82)) <u>\$194.84</u>	(((\$184.01)) <u>\$200.49</u>	(((\$189.35)) <u>\$206.31</u>
3 cubic yard	(((\$221.50)) <u>\$241.33</u>	(((\$227.92)) <u>\$248.33</u>	(((\$234.53)) <u>\$255.53</u>
4 cubic yard	(((\$230.73)) <u>\$251.39</u>	(((\$237.42)) <u>\$258.69</u>	(((\$224.31)) <u>\$266.19</u>
6 cubic yard	(((\$252.65)) <u>\$275.28</u>	(((\$259.98)) <u>\$283.26</u>	(((\$267.52)) <u>\$291.48</u>
Bottoms – Rear-load Refuse container			
1 cubic yard	(((\$153.44)) <u>\$167.18</u>	(((\$157.89)) <u>\$172.03</u>	(((\$162.47)) <u>\$177.02</u>
2 cubic yard	(((\$155.75)) <u>\$169.70</u>	(((\$160.27)) <u>\$174.62</u>	(((\$164.92)) <u>\$179.69</u>
3 cubic load	(((\$170.74)) <u>\$186.03</u>	(((\$175.69)) <u>\$191.43</u>	(((\$180.79)) <u>\$196.98</u>
4 cubic load	(((\$186.90)) <u>\$203.64</u>	(((\$192.32)) <u>\$209.54</u>	(((\$197.90)) <u>\$215.62</u>
6 cubic load	(((\$223.82)) <u>\$243.86</u>	(((\$230.31)) <u>\$250.93</u>	(((\$236.99)) <u>\$258.21</u>
Lids – Rear-load refuse container			
1 cubic yard	(((\$76.14)) <u>\$82.96</u>	(((\$78.35)) <u>\$85.36</u>	(((\$80.62)) <u>\$87.84</u>
2 cubic yard	(((\$81.91)) <u>\$89.25</u>	(((\$84.29)) <u>\$91.83</u>	(((\$86.73)) <u>\$94.50</u>
3 cubic yard	(((\$138.44)) <u>\$150.83</u>	(((\$142.45)) <u>\$155.20</u>	(((\$146.58)) <u>\$159.71</u>
4 cubic yard	(((\$163.82))	(((\$168.57))	(((\$173.46))

	<u>\$178.49</u>	<u>\$183.67</u>	<u>\$188.99</u>
6 cubic yard	(\$181.12) <u>\$197.33</u>	(\$186.37) <u>\$203.05</u>	(\$191.77) <u>\$208.94</u>
Swing lids for 3, 4, and 6 cubic yard	(\$155.75) <u>\$169.70</u>	(\$160.27) <u>\$174.62</u>	(\$164.92) <u>\$179.69</u>
Casters – Rear-load refuse container			
1, 2, 3, 4, and 6 cubic yard	(\$12.69) <u>\$13.83</u>	(\$13.06) <u>\$14.23</u>	(\$13.44) <u>\$14.64</u>
Base – Front-load refuse container			
1 cubic yard	(\$174.20) <u>\$189.80</u>	(\$179.25) <u>\$195.30</u>	(\$184.45) <u>\$200.97</u>
2 cubic yard	(\$196.12) <u>\$213.68</u>	(\$201.81) <u>\$219.88</u>	(\$207.66) <u>\$226.26</u>
3 cubic yard	(\$208.81) <u>\$227.51</u>	(\$214.87) <u>\$234.11</u>	(\$221.10) <u>\$240.90</u>
4 cubic yard	(\$221.50) <u>\$241.33</u>	(\$227.92) <u>\$248.33</u>	(\$234.53) <u>\$255.53</u>
6 cubic yard	(\$260.72) <u>\$248.07</u>	(\$268.28) <u>\$292.30</u>	(\$276.06) <u>\$300.78</u>
Bottoms – Front-load refuse container			
1 cubic yard	(\$126.91) <u>\$138.28</u>	(\$130.59) <u>\$142.29</u>	(\$134.38) <u>\$146.41</u>
2 cubic yard	(\$140.75) <u>\$153.35</u>	(\$144.83) <u>\$157.80</u>	(\$149.03) <u>\$162.38</u>
3 cubic yard	(\$183.43) <u>\$199.85</u>	(\$188.75) <u>\$205.65</u>	(\$194.22) <u>\$211.61</u>
4 cubic yard	(\$201.90) <u>\$219.99</u>	(\$207.76) <u>\$226.37</u>	(\$213.79) <u>\$232.93</u>
6 cubic yard	(\$236.51) <u>\$257.69</u>	(\$243.37) <u>\$265.17</u>	(\$250.43) <u>\$272.86</u>
Lids – Front-load refuse container			
1 cubic yard	(\$85.38) <u>\$93.03</u>	(\$87.86) <u>\$95.73</u>	(\$90.41) <u>\$98.51</u>
2 cubic yard	(\$91.14) <u>\$99.30</u>	(\$93.78) <u>\$102.18</u>	(\$96.50) <u>\$105.14</u>
3 cubic yard	(\$91.14) <u>\$99.30</u>	(\$93.78) <u>\$102.18</u>	(\$96.50) <u>\$105.14</u>

4 cubic yard	(((\$98.06)) <u>\$106.84</u>	(((\$100.90)) <u>\$109.94</u>	(((\$103.83)) <u>\$113.13</u>
6 cubic yard	(((\$98.06)) <u>\$106.84</u>	(((\$100.90)) <u>\$109.94</u>	(((\$103.83)) <u>\$113.13</u>
Pocket covers for 1-2-3-4 & 6 cubic yard	(((\$63.46)) <u>\$69.14</u>	(((\$65.30)) <u>\$71.14</u>	(((\$67.19)) <u>\$73.21</u>
Base – Rolloff containers			
20 cubic yard	(((\$1,678.58)) <u>\$1,828.89</u>	(((\$1,727.26)) <u>\$1,881.93</u>	(((\$1,777.35)) <u>\$1,936.51</u>
30 cubic yard	(((\$1,840.09)) <u>\$2,004.86</u>	(((\$1,893.45)) <u>\$2,063.00</u>	(((\$1,948.36)) <u>\$2,122.83</u>
40 cubic yard	(((\$2,168.87)) <u>\$2,363.09</u>	(((\$2,231.77)) <u>\$2,431.62</u>	(((\$2,296.49)) <u>\$2,502.13</u>
Screened dome lid for 20 & 30 cubic yard	(((\$1,540.14)) <u>\$1,678.05</u>	(((\$1,584.80)) <u>\$1,726.72</u>	(((\$1,630.76)) <u>\$1,776.79</u>
Solid dome lid for 20, 30, & 40 cubic yard	(((\$1,788.17)) <u>\$1,948.30</u>	(((\$1,840.03)) <u>\$2,004.80</u>	(((\$1,893.39)) <u>\$2,062.94</u>
Container hauling for refurbishment facility (round trip)	(((\$130.79)) <u>\$142.50</u>	(((\$134.58)) <u>\$146.63</u>	(((\$138.48)) <u>\$150.88</u>

Section 10: That SMC section 13.02.0520 is amended to read as follows:

13.02.0520 Temporary Account

- A. Some premises needs may increase or arise on a temporary basis, such as construction, remodeling, demolition, or other short-term events.
 1. Customer requests for temporary accounts may not exceed one hundred eighty days continuously within any calendar year period. After that time, any temporary container may be removed from the premises after notice or attempt to notify the customer or owner by the department.
- B. Use of a temporary container does not displace regular solid waste service for ongoing premises needs, which must continue to be accepted. Regular solid waste generated by premises is not permitted in temporary containers. Where the director determines premises needs exceed one hundred eighty days, or it appears there may be putrescible materials accumulating, regular mandatory weekly service provisions apply.

Temporary Account	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
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Delivery charge	(((\$27.69)) <u>\$30.17</u>	(((\$28.49)) <u>\$31.05</u>	(((\$29.32)) <u>\$31.95</u>
Dumpster service (3-6 cubic yard containers) rental fees	(((\$2.21)) <u>\$2.41</u>	(((\$2.27)) <u>\$2.48</u>	(((\$2.34)) <u>\$2.55</u>
*Plus appropriate disposal fee based on size of containers			
Rolloff Service – Flat daily charge (Rental Fee)	(((\$4.40)) <u>\$4.80</u>	(((\$4.53)) <u>\$4.93</u>	(((\$4.66)) <u>\$5.08</u>
Rolloff Service – Load haul fee (Per load)	(((\$130.79)) <u>\$142.40</u>	(((\$134.58)) <u>\$146.63</u>	(((\$138.48)) <u>\$150.88</u>

Weight fee: As provided in SMC 13.02.0560.

C. Rental fee does not include Washington State sales tax.

Section 11: That SMC section 13.02.0528 is amended to read as follows:

13.02.0528 Rates for Equipment and Labor – Packer and Nonpacker

A. Department vehicle and labor service is supplied with two kinds of vehicles: Single-axle nonpacker trucks and tandem-axle packer trucks.

1. Disposal fees are charged in addition to equipment and labor charges.
2. Regular garbage collection vehicles are also called “packer” trucks because they operate with a compaction facility that pushes or packs in waste. For some disposal needs, such as odd-shaped debris or materials, regular open bed trucks are more suitable. These vehicles are called “nonpacker” trucks.
3. Department packer trucks are all larger tandem-axle design. Department nonpacker trucks are all smaller single-axle design.
4. Distinguished from this service is rolloff service, where a rolloff box is loaded by the customer, rather than with department labor. (See SMC 13.02.0506)

B. Rates.

Rates in this section are stated based on fifteen-minute increments. The minimum charge is fifteen minutes.

Packer and Nonpacker Trucks	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Nonpacker, single-axle, truck, and driver	(((\$24.79)) <u>\$27.01</u>	(((\$25.54)) <u>\$27.79</u>	(((\$26.25)) <u>\$28.60</u>

Each extra person	(((\$20.64)) \$22.49	(((\$21.24)) \$23.15	(((\$21.86)) \$23.82
Tandem-axle truck, driver, and loader	(((\$34.44)) \$37.53	(((\$35.44)) \$38.62	(((\$36.47)) \$39.74

C. In addition to the labor and equipment charges, there is added to subsection (B) of this section a charge for waste disposal, as shown in SMC 13.02.0560, except that the minimum charge for waste disposal shall be equal to one-quarter of the applicable tonnage fee.

D. Overtime Periods.

When a customer requests service on holidays, Saturdays, or Sundays, or other overtime periods, an additional charge equal to the total labor paid plus the normal hauling fee shall apply.

Section 12: That SMC section 13.02.0530 is hereby repealed.

13.02.0530 Small Animal Remains - REPEALED

((Picking up animal remains charge	2018	2019	2020
Up to 20 pounds	\$49.48	\$50.94	\$52.39
Bill preparation fee	\$7.62	\$7.84	\$8.07))

Section 13: That SMC section 13.02.0552 is amended to read as follows:

13.02.0552 Recycling Rates- Nonresidential – Residential Premises with Multi-unit Dwellings Premises – Additional

- A. The following rates apply to premises with multi-unit dwellings where the director determines larger volume containers are needed. In addition to the residential recycling program, customers not otherwise participating may request recycling service of any and all materials accepted in the curbside program under the following rates. (See SMC 13.02.0122(B))
- B. Collection of single-stream recyclables is available weekly at the following monthly rates:

Nonresidential & Multi-unit Dwellings	Monthly Amount		
	((2018))	((2019))	((2020))

	<u>2021</u>	<u>2022</u>	<u>2023</u>
Collection of single-stream recyclables			
32, 64, & 95 gallon cart	(((\$15.49)) <u>\$16.88</u>	(((\$15.94)) <u>\$17.36</u>	(((\$16.40)) <u>\$17.87</u>
One cubic yard dumpster	(((\$32.30)) <u>\$35.19</u>	(((\$33.24)) <u>\$36.21</u>	(((\$34.20)) <u>\$37.26</u>
Two cubic yard dumpster	(((\$32.30)) <u>\$54.01</u>	(((\$51.04)) <u>\$55.58</u>	(((\$52.49)) <u>\$57.19</u>
Three cubic yard dumpster	(((\$49.57)) <u>\$81.01</u>	(((\$76.51)) <u>\$83.36</u>	(((\$78.72)) <u>\$85.78</u>
Four cubic yard dumpster	(((\$99.12)) <u>\$107.99</u>	(((\$101.99)) <u>\$111.13</u>	(((\$104.95)) <u>\$114.35</u>
Six cubic yard dumpster	(((\$148.70)) <u>\$162.02</u>	(((\$153.04)) <u>\$166.71</u>	(((\$157.45)) <u>\$171.55</u>
Loose Yardage			
One yard	(((\$43.84)) <u>\$47.77</u>	(((\$45.11)) <u>\$49.15</u>	(((\$46.42)) <u>\$50.58</u>
Two yards	(((\$61.10)) <u>\$66.57</u>	(((\$62.87)) <u>\$68.50</u>	(((\$64.69)) <u>\$70.48</u>
Three yards	(((\$85.88)) <u>\$93.57</u>	(((\$88.37)) <u>\$96.28</u>	(((\$90.93)) <u>\$99.07</u>
Four yards	(((\$110.66)) <u>\$120.57</u>	(((\$113.87)) <u>\$124.06</u>	(((\$117.17)) <u>\$127.66</u>
Six yards	(((\$160.24)) <u>\$174.59</u>	(((\$164.89)) <u>\$179.65</u>	(((\$169.67)) <u>\$184.86</u>

- C. Rollout rates, including packouts for recycling carts, are available at the same increment and percentage of increase as the general mixed solid waste rate (one-half of standard sixty-eight gallon refuse rate for each fifty feet for items not within six feet of pickup location).
- D. Load Truck Loose Yardage Recyclables – Collection Rates/Hour (hand-loaded). Rates in this section are stated based on fifteen-minute increments. The minimum charge is thirty minutes.

Load Truck Loose Yardage Recyclables	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Single-axle truck and driver	(((\$23.96)) <u>\$26.10</u>	(((\$24.65)) <u>\$26.85</u>	(((\$25.36)) <u>\$27.63</u>
Tandem-axle truck driver	(((\$33.30)) <u>\$36.28</u>	(((\$34.27)) <u>\$37.33</u>	(((\$35.26)) <u>\$38.42</u>

- E. The department retains any proceeds from sale of recyclables.
- F. Loads including non-recyclable solid waste are charged as a regular solid waste load, in addition to return trip charges applicable.
- G. The director of solid waste management reserves the right to deny service to any generator that does not meet a minimum standard of recyclable quality as determined by the director's evaluation.

Section 14: That SMC section 13.02.0554 is amended to read as follows:

13.02.0554 Clean Green Yard Waste Collection

- A. Any customer may apply to the department for collection of "clean green" yard waste. Participation is voluntary.
 - 1. To be accepted as "clean green" yard waste, material must consist of grass, leaves, pine needles, pine cones, thatch, vines, weeds, and branches, or other such fresh yard waste type material, not putrefied. Food scraps and compostable paper products are acceptable.
 - 2. Woody material must be no more than three inches in diameter and not extend outside the approved collection container.
 - 3. Material may be bundled with rope or string next to the container not to exceed six feet in length.
 - 4. Total gross cart weight may not exceed two hundred fifty pounds.
- B. In addition to subsection (A) of this section, customers are cautioned that "clean green" yard material may not contain any of the following:
 - 1. Sod (beyond small amounts).
 - 2. Rocks.
 - 3. Dirt.
 - 4. Gravel.
 - 5. Concrete.
 - 6. Glass.
 - 7. Metal.
 - 8. Plastic.

9. [Reserved].
10. Animal feces.
11. Paint residue.
12. Christmas or holiday decorations.
13. Non-compostable paper products.
14. Flocking.
15. Dimensional lumber.
16. Stumps/roots.

A load is further not considered clean green if it emanates a strong odor, detectable by an ordinary person at a distance of thirty feet. Loads submitted not acceptable as clean green will be left by clean green collection crews and must be handled as a category solid waste. The rate shall be as for a ninety-five gallon automated style container, as set in SMC 13.02.0502.

C. The collection day for clean green yard waste shall be on a weekly basis during the season which generally runs from March through November, on the same day as the customer's regular solid waste collection. Service is provided only in ninety-five gallon carts supplied by the department.

D. The service is billed and payable monthly, as follows:

Clean Green Yard Waste Collection	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
March thru November	(((\$16.33)) <u>\$17.79</u>	(((\$18.31)) <u>\$18.31</u>	(((\$18.84)) <u>\$18.84</u>
December thru February	No charge	No charge	No charge
Extra Dump	(((\$4.09)) <u>\$4.46</u>	(((\$4.21)) <u>\$4.58</u>	(((\$4.33)) <u>\$4.72</u>

B. Yard waste cart packout charged at same rate as refuse (one half of standard sixty-eight gallon refuse rate for each fifty feet for items not within the six feet of pickup location).

- E. There is no container delivery charge for the first delivery to a given customer. Thereafter, the redelivery charge is the same amount as the container pickup fee as listed below.

1. The container pickup fee is:

((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
((<u>\$27.69</u>)) <u>\$30.17</u>	((<u>\$28.49</u>)) <u>\$31.05</u>	((<u>\$29.32</u>)) <u>\$31.95</u>

if requested within twelve months of the initial delivery.

The customer is responsible for the cost of cart replacement in case of loss or damage.

Section 15. Effective Date. This ordinance shall take effect and be in force on January 1, 2021.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

10/26/2020

<u>Date Rec'd</u>	10/15/2020
<u>Clerk's File #</u>	ORD C35954
<u>Renews #</u>	

Submitting Dept	PUBLIC WORKS	Cross Ref #	ORD C34677
Contact Name/Phone	SCOTT 625-6584	Project #	
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4490 - SOLID WASTE COLLECTION RECYCLING SERVICE ORDINANCE		

Agenda Wording

An ordinance relating to solid waste collection and recycling schedules, amending SMC section 13.02.0500, to chapter 13.02 of the Spokane Municipal Code, and setting an effective date.

Summary (Background)

The ordinance reflects continued weekly service for solid waste and amends residential recycling collection to once every two weeks.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	FEIST, MARLENE	<u>Study Session\Other</u> 6/25/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u> Beggs
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>
<u>Legal</u>	SCHOEDEL, ELIZABETH	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	eschoedel@spokanecity.org
<u>Additional Approvals</u>		rhulvey@spokanecity.org
<u>Purchasing</u>		cmorse@spokanecity.org
		aalbinmoore@spokanecity.org
		ddbender@spokanecity.org

ORDINANCE NO. C35954

AN ORDINANCE relating to solid waste collection and recycling schedules, amending SMC section 13.02.0500; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.02.0500 is amended to read as follows:

13.02.0500 Residential Service (~~(--Weekly)~~) Schedule

- A. Rates are stated for monthly billing, with once weekly collection of solid waste; once every two weeks collection of recycling.
- B. Automated carts are billed on a per-each basis. Multiple carts will be dumped on the same day/same trip unless excepted by the director.
- C. Where service is provided more frequently than weekly or customer requests additional pickup, monthly rate is multiplied by number of collections per week.
- D. For planned unit developments (PUD) or similar areas with free-standing residences billed as a single utility account as one customer, the level of service is set annually and billed thereafter in equal monthly installments. The monthly bill is established as follows:
 - 1. All occupied residences are included as generating solid waste.
 - 2. For purposes of this section, "occupied" means as stated in SMC 13.02.0300(A).
 - 3. Each year in June, or other month as set by the director, a count of occupied residences is established by the department.
 - 4. The number of automated carts determined necessary for an adequate service level is then set based upon the number of occupied residences, with a ten percent deduction to offset seasonal fluctuations.
 - 5. This method recognizes that from month to month the number of actually physically occupied units may fluctuate within the entire PUD.
 - a. Because of the nature of the one customer account billing, however, no credit or offset in billing practices can be made for temporary vacancies.
 - b. The occupancy level for billing purposes is established annually.

- c. Any adjustments are subject to the director's approval, provided no payments or adjustments are made with individual residences, considering the entire PUD account is billed as a single account.

Section 2. Effective Date. This ordinance shall take effect and be in force on January 1, 2021.

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:
11/02/2020

Date Rec'd	10/21/2020
Clerk's File #	ORD C35960
Renews #	

Submitting Dept	FINANCE & ADMIN	Cross Ref #	
Contact Name/Phone	PAUL INGIOSI 625-6061	Project #	
Contact E-Mail	PINGIOSI@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0410 - CITYWIDE CIP ORDINANCE 2021-2026		

Agenda Wording

An ordinance adopting a six-year Citywide Capital Improvement Program for the years 2021-2026 and amending the Citywide Capital Improvement Program as referenced in Appendix C of the City's Comprehensive Plan.

Summary (Background)

Spokane Municipal Code, section 07.17.010, states the City shall annually adopt a Citywide Six-Year Capital Improvement Program (CIP). Updates were provided to City Council on September 21, 2020 and October 19, 2020. A Plan Commission workshop was held on September 9, 2020. A Plan Commission hearing was held on October 14, 2020. The 2021-2026 CIP was found to be consistent with the City's Comprehensive Plan per the attached Plan Commission Findings of Fact, Conclusions, and Recommendations.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Select	\$			#	
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		HUGHES, MICHELLE		<u>Study Session\Other</u>	
<u>Division Director</u>		WALLACE, TONYA		<u>Council Sponsor</u>	
<u>Finance</u>		HUGHES, MICHELLE		<u>Distribution List</u>	
<u>Legal</u>		PICCOLO, MIKE		kemiller@spokanecity.org	
<u>For the Mayor</u>		ORMSBY, MICHAEL			
<u>Additional Approvals</u>					
<u>Purchasing</u>					

ORDINANCE NO. C35960

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, ADOPTING A SIX-YEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2021 THROUGH 2026. AND AMENDING THE CITYWIDE CAPITAL IMPROVEMENT PROGRAM (CIP) AS REFERENCED IN APPENDIX C OF THE CITY OF SPOKANE COMPREHENSIVE PLAN.

WHEREAS, in accordance with the Growth Management Act ("GMA"), the City of Spokane previously adopted a Comprehensive Plan that includes a Capital Facilities Plan ("CFP") that includes an inventory, analysis, and a six-year financing plan for needed capital facilities otherwise referred to as the Six-Year Capital Improvement Program; and

WHEREAS, the City formed a Capital Facilities Technical Team which has assembled proposed amendments to the CIP, which amendments consist of an updated six-year plan (years 2021 through 2026) identifying the proposed locations and capacities of expanded or new capital facilities and a plan to finance such capital facilities within projected funding capacities (the "Six-Year Citywide Capital Improvement Program" or "CIP"); and

WHEREAS, the City previously adopted the Six-Year Street Program (RCW 35.77.010) on June 22, 2020 by Council Resolution 2020-0043, and that program is incorporated into the CIP; and

WHEREAS, GMA provides that proposed amendments to a comprehensive plan may be considered by the governing body of a city no more frequently than once per year, but further provides that amendments to the capital facilities element of a comprehensive plan may be considered outside of this annual process where the amendment is considered concurrently with the adoption or amendment of a city budget; and

WHEREAS, on September 23, 2020, the City's responsible official issued a Determination of Non-Significance for the CIP; and

WHEREAS, the Spokane City Plan Commission conducted a public workshop regarding the CIP on September 9, 2020; and

WHEREAS, after providing appropriate public notices, on October 14, 2020, the Spokane City Plan Commission, conducted a public hearing to take testimony on the CIP, and at the close of the hearing, and after considering public input, the SEPA determination, and required decision criteria, found that the CIP is consistent with the Comprehensive Plan and voted unanimously to recommend that the City Council approve the CIP; and

Now, Therefore,

The City of Spokane does ordain:

Section 1. Amendment. The City of Spokane Comprehensive Plan and its capital facilities element are hereby amended to reflect a six-year plan for capital improvement projects (2021-2026), as set forth in the attached Citywide Capital Improvement Program (2021-2026).

Section 2. Authorization to Seek Funding. City staff are authorized to apply for state and federal grants and low-interest loans in support of the projects identified in the Citywide Capital Improvement Program (2021-2026).

Section 3. Effective Date. This ordinance shall take effect and be in force on _____.

PASSED BY THE CITY COUNCIL ON _____.

City Clerk

Approved as to Form:

Assistant City Attorney

CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE 2021-2026 CITYWIDE CAPITAL IMPROVEMENT PROGRAM

A Recommendation of the City Plan Commission certifying that the 2021-2026 Six Year Citywide Capital Improvement Program (CIP) is in conformance with the City of Spokane's Comprehensive Plan.

FINDINGS OF FACT:

A. In May 2001, the City of Spokane adopted its Comprehensive Plan under the Growth Management Act (Chapter 36.70A RCW or "GMA").

B. The City's Comprehensive Plan is required to be consistent with the GMA.

C. The GMA requires that the City's annual CIP shall be in conformance with the City's Comprehensive Plan.

D. The 2021-2026 Six Year Citywide CIP identifies capital project activity which has implications on the growth of the community.

E. The City Plan Commission held one workshop on September 09, 2020, to obtain public comments on the 2021-2026 Six Year Citywide CIP.

F. The City Council must receive a recommendation from the City Plan Commission to certify that the 2021-2026 Six Year Citywide CIP is in conformance with the City's Comprehensive Plan in effect on the day of certification.

ACTION: Motion to accept the staff's Findings of Fact A through F.

CONCLUSIONS:

A. The 2021-2026 Six Year Citywide CIP has been prepared in full consideration of the City's Comprehensive Plan.

B. The 2021-2026 Six Year Citywide CIP has been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Arterial Street Plan.

ACTION: Motion to accept conclusions A and B by staff as conclusions of the Plan Commission.

RECOMMENDATIONS:

A. The Spokane City Plan Commission is certifying that the 2021-2026 Six Year Citywide CIP is in full compliance with the existing Spokane Comprehensive Plan as required by RCW 36.70A and RCW 35.77.010 and is recommended for adoption by the Spokane City Council.

B. By a vote of 8 to 0, the Plan Commission recommends the approval of these amended documents by the City Council.


Todd Beyreuther (Oct 21, 2020 11:21 PDT)

**Todd Beyreuther, President
Spokane Plan Commission**



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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

11/02/2020

Date Rec'd

10/15/2020

Clerk's File #

ORD C35961

Renews #Submitting Dept

PUBLIC WORKS

Cross Ref #Contact Name/Phone

SCOTT SIMMONS 625-6584

Project #Contact E-Mail

SMSIMMONS@SPOKANECITY.ORG

Bid #Agenda Item Type

Final Reading Ordinance

Requisition #Agenda Item Name

4320- RPWRF PRETREATMENT ORDINANCE AMENDMENTS

Agenda Wording

Amending ordinance relating to the Industrial Pretreatment Program requirements. Amendments are proposed for SMC13.03A. Addition of sections 13.03A.0200, 13.03A.0412 and 13.003A.1106. Repeals for 13.03A.1105, 13.03A.1501, 13.03A.1502, 13.03A.1401

Summary (Background)

The RPWRF Industrial Pretreatment Program administers wastewater regulations that protect our workers, the treatment process, infrastructure, water quality, and biosolids quality. Proposed changes to SMC 13.03A are updates consistent with state and federal law updates. These updates are outlined in the ordinance and briefing paper.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

FEIST, MARLENE

Study Session\Other

7/23/20 & 8/20/20

Division Director

SIMMONS, SCOTT M.

Council Sponsor

Beggs

Finance

ALBIN-MOORE, ANGELA

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Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works – Riverside Park Water Reclamation Facility
Subject:	Ordinance Amendments - Industrial Pretreatment Program
Date:	October 26, 2020
Contact (email & phone):	Michael Cannon, Assistant Plant Manager, 625-4642 mcannon@spokanecity.org Angela Tagnani, Pretreatment Supervisor, 625-4620 atagnani@spokanecity.org
City Council Sponsor:	
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:	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: <p>The RPWRF Industrial Pretreatment Program administers wastewater regulations that protect our workers, the treatment process, infrastructure, water quality, and biosolids quality. Proposed changes to SMC 13.03A are updates consistent with state and federal law updates; include incorporation of new EPA pharmaceutical waste regulations; updates to EPA Region 10's Model Pretreatment Ordinance; also included are procedural updates for wastewater haulers; state-required engineering report documents; and language changes from Superintendent to Plant Manager consistent with RPWRF's current organizational structure.</p> <p>Section SMC 13.03A.0200 has been added to incorporate the requirement for commercial and industrial users to submit information related to wastewater upon request.</p> <p>Language regarding EPA-approved electronic signatures has also been added as Section SMC 13.03A.0412.</p> <p>Section 13.03A.1106 has been added so that users which have not achieved compliance with applicable pretreatment standards and requirements are not eligible to receive a contractual award for the sale of goods or services to the City.</p> <p>Sections SMC 13.03A.1105, 13.03A.1501, and 13.03A.1502 are being repealed, as no longer applicable.</p> <p>Listed Pretreatment fees have been removed from SMC 13.03A.1401 and will be adopted separately as a Public Rule.</p> <p>Typographical errors were corrected where needed.</p>	
Executive Summary: <ul style="list-style-type: none"> • <u>Impact</u> – These changes will keep the City of Spokane Industrial Pretreatment Program in compliance with the most recent Federal and State Regulations, and maintain congruency with current practices. • <u>Action</u> – Ordinance to modify SMC 13.03A • <u>Funding</u> – N/A 	

Budget Impact:

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

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

If new, specify funding source: Department

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

ORDINANCE NO. C35961

AN ORDINANCE relating to the pretreatment requirements; amending SMC sections 13.03A.0101 through 13.03A.1204, of the Spokane Municipal Code; adopting new sections 13.03A.0200, 13.03A.0412, and 13.03A.1106 to Chapter 13.03A SMC; repealing sections SMC 13.03A.1105, 13.03A.1501, and 13.03A.1502; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.03A.0101 is amended to read as follows:

13.03A.0101 Purpose and Objectives [1.1]

- A. The purpose of this chapter is to provide for a local pretreatment regulatory program. The program derives from applicable parts of the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (the "Act," 33 United States Code [U.S.C.] section 1251 et seq.) and the General Pretreatment Regulations (Title 40 of the Code of Federal Regulations [CFR], Chapter I, Sub ch. N, Part 403), as well as state law requirements in chapter 90.48 RCW and chapter 173-216 WAC. (Reference: 40 CFR §403.1(a))
- B. The objectives of this chapter are to:
1. prevent the introduction of pollutants into the POTW that will interfere with its operation (Cross Reference: "Interference," [SMC 13.03A.0103](#));
 2. prevent the introduction of pollutants into the POTW that will pass through the POTW inadequately treated into receiving waters or otherwise be incompatible with such works (Cross Reference: "Pass Through," [SMC 13.03A.0103](#));
 3. ensure that the quality of the POTW sludge, a residual from reclaimed wastewater, is maintained at a level which allows its use or disposal in compliance with any applicable statutes or regulations;
 4. protect POTW personnel who may be affected by wastewater and sludge in the course of their employment and to protect the general public;
 5. promote reuse and recycling of wastewater and sludge from the POTW;
 6. enable the City to comply with its National Pollutant Discharge Elimination System (NPDES) discharge permit conditions, sludge use and disposal requirements, and any other applicable federal or state requirements related to pretreatment; and
 7. provide for cost recovery (Cross Reference: 40 CFR §403.2 (part)).

- C. Pollutants regulated under this chapter are associated with non-domestic sources introduced into the POTW, whether through regular sewer service or any other means (e.g. pipe, truck, or rail). The chapter provides for issuance of individual or general discharge permits and for reporting, monitoring, compliance, and enforcement activities~~((;))~~; ~~((and))~~ establishes administrative review procedures~~((;))~~; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein. (Reference: 40 CFR §403.1 (b) (part) and appendices hereto)

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((February 28, 2008))~~ March 27, 2012.

Section 2: That SMC section 13.03A.0102 is amended to read as follows:

13.03A.0102 Administration – Revision – Initiation [1.2]

- A. ~~((Superintendent))~~ Plant Manager.
The ~~((superintendent))~~ Plant Manager shall administer, implement, and enforce this chapter. The ~~((superintendent))~~ Plant Manager may delegate functions to other duly authorized individuals.
- B. Discretion.
Exercise of administrative discretion under this chapter is guided by the purpose and objectives; the Act and its implementing pretreatment regulations in 40 CFR, primarily part 403; and chapter 90.48 RCW; chapter 173-216 WAC; chapter 173-240; and [SMC 13.03A.0101](#); and the ~~((superintendent))~~ Plant Manager's knowledge, training, and experience.
- C. Decisions in Writing – Revision.
Except where expressly noted, all decisions of the ~~((superintendent))~~ Plant Manager under this chapter shall be in writing. No decision, action or inaction creates any vested or property rights. Decisions may be revoked or modified consistent with the purpose and objectives, change in law, or otherwise as the ~~((superintendent))~~ Plant Manager deems necessary. (Cross reference: [SMC 13.03A.0205](#))
- D. Permits, Applications May Be Ordered.
Whenever provision is made for a person to apply for a permit, permission, exemption, waiver, or other privilege under this chapter, the ~~((superintendent))~~ Plant Manager may order such application to be made or exercise any authority as provided on the ~~((superintendent))~~ Plant Manager's own initiative, with or without application, and issue any orders to such person as deemed necessary and consistent with such action.
- E. No approval by the ~~((superintendent))~~ Plant Manager under this section or chapter or acceptance by the City of any report, information, analysis, sampling, or data shall be considered in any way as an endorsement of the results by the City or in any way

releases any person required to submit any report, information, analysis, sampling, or monitoring under this chapter from full responsibility for compliance with this chapter or related federal or state requirements.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ((December 20, 2007)) March 27, 2012.

Section 3: That SMC section 13.03A.0103 is amended to read as follows:

13.03A.0103 Definitions [1.3]

Unless a provision explicitly states otherwise, the following definitions, terms and phrases, as used in this chapter shall have the following meanings.

A. Act or “the Act.”

The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. section 1251 et seq.

B. Applicable Pretreatment Standard.

For any specified pollutant, City prohibitive standards, City specific pretreatment standards (local limits), State of Washington pretreatment standards, or EPA categorical pretreatment standards, (when effective), whichever standard is appropriate or most stringent.

C. Approval Authority.

The Washington ((state—department)) State Department of ((ecology)) Ecology through its authorized representative as delegate agency of the EPA.

D. Authorized Representative ((Authorized Representative)) of a User.

1. If the user is a corporation:

- a. The president, secretary, treasurer, or a vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation; or
- b. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where

authority to sign documents has been assigned or delegated to the manager in writing, in accordance with corporate procedures.

2. If the user is a partnership or sole proprietorship, a general partner or proprietor respectively.
3. If the user is a federal, state, or local governmental facility, a director or highest official appointed or designated to oversee the operation and performance of the activities of the facility, or their designee.
4. The individuals described in paragraphs 1 through 3 of this section may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the user, and the written authorization is submitted to the City.

E. Baseline Monitoring Report or BMR.

A specific informational report which may be required under sections of this chapter or ordered by the ((superintendent)) Plant Manager for particular informational needs. The report may relate to industrial processes, flows, sampling information, or other data, and may be used as a reference point against which comparisons may be made to measure data or sampling changes. BMR information requirements arise under discharge permit applications, reporting requirements for categorical users, industrial users subject to equivalent mass limits (baseline production rate information) and other areas. (Cross Reference: 40 CFR §403.6 (c)(5)(ii)(C), 40 CFR §403.12(b))

F. Best Management Practices or BMPs.

~~((Best management practices or BMPs means schedules))~~ Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in [SMC 13.03A.0201\(A\) and \(B\)](#) (or as expressed in 40 CFR §403.5(a)(1) and (b)) or other provisions of the chapter as ordered by the ((superintendent)) Plant Manager or required under state or federal regulation. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. ~~((BMPs also include alternative means (i.e., management plans) of complying with, or in place of certain established categorical pretreatment standards and effluent limits.))~~ They may be used in individual or general discharge permits or any other circumstances. (Cross Reference: 40 CFR §403.3(e))

G. Biochemical Oxygen Demand or BOD.

The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five days at twenty degrees Celsius, usually expressed as a concentration (e.g., milligrams per liter or mg/L).

H. Categorical Industrial User or CIU, also sometimes abbreviated to "Categorical User."
A user regulated by one of EPA's categorical pretreatment standards.

- I. Categorical Pretreatment Standard or Categorical Standard.
Any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that applies to a specific category of users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405 - 471.
- J. Chemical Oxygen Demand or COD.
A measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.
- K. City.
The City of Spokane ((WA)), a Washington ((state)) State municipal corporation, acting by and through its wastewater management department.
- L. Color.
The optical density at the visual wave length of maximum absorption, relative to distilled water. One hundred percent transmittance is equivalent to zero optical density.
- M. Composite Sample.
The sample resulting from the combination of individual wastewater samples taken at selected intervals based on an increment of either flow or time.
- N. Control Authority.
~~((The term Control Authority refers to))~~ (1) ((the)) The POTW if the POTW's Pretreatment Program Submission has been approved in accordance with the requirements of § 403.11; or (2) the Approval Authority if the Submission has not been approved.
- O. Cooling Water.
See "Non-contact Cooling Water".
- P. Daily Maximum Limit (DML) or Daily Limit.
The maximum allowable discharge of a pollutant over a calendar day or equivalent twenty-four hour period. Where DML is expressed in units of mass, compliance is the product of the Daily Concentration and the flow over the same period.
- Q. Discharge Permit or Wastewater Discharge Permit.
A grant of approval by the ((superintendent)) Plant Manager to discharge wastewater into the POTW to a person required to hold a discharge permit under this chapter. Discharge permits may be individual discharge permits, which contain individually developed permit requirements, or general discharge permits, which contain the same or similar requirements developed to cover a group or class of industrial users who have been identified as eligible for general permit status. The contents of either a general or individual discharge permit are similar, as required herein. (See 40 CFR §403.8 (f)(2))

R. Domestic User (Residential User).

Any person who contributes, causes, or allows the contribution of wastewater into the POTW that is of a similar volume and/or chemical make-up to that of a residential dwelling unit. Discharges from a residential dwelling unit typically include up to one hundred gallons per capita per day, two-tenths pounds of BOD per capita per day, and seventeen one-hundredths pounds of TSS per capita per day.

S. Environmental Protection Agency or EPA.

The U.S. Environmental Protection Agency, or where appropriate, the director of the Region 10 Office of Water, or other duly authorized official of the agency.

T. Existing Source.

A categorical industrial user, the construction or operation of whose facility commenced prior to the publication by EPA of proposed categorical pretreatment standards which would be applicable to such source if and when the standard is thereafter promulgated in accordance with Section 307 of the Act.

U. Existing User.

Any non-categorical user which was discharging wastewater prior to the effective date of this ordinance of April 1, 2012.

V. Grab Sample.

A sample which is taken from a waste stream on a one-time basis without regard to flow in the waste stream and without consideration of time. (Source: 40 CFR §403.7 (b)(2)(iv))

W. Indirect Discharge or Discharge.

The introduction of pollutants into the POTW from any non-domestic source regulated under section 307 (b), (c) or (d) of the Act (33 USC §1317). The discharge into the POTW is normally by means of pipes, conduits, pumping stations, force mains, constructed drainage ditches, surface water intercepting ditches, and all constructed devices and appliances appurtenant thereto.

X. Industrial User (IU) or User.

A source of indirect discharge. (Source: 40 CFR §403.3 (j)) The source shall not include "Domestic User" as defined herein.

Y. Instantaneous Limit.

The maximum or minimum pH_x or amount of flow_x ((~~ef~~)) or pollutant allowed to be discharged at any point in time, determined by either continuous monitoring or discrete sample analysis.

Z. Interference.

A discharge which, alone or in conjunction with a discharge or discharges from other sources, either:

1. inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; or
2. is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with applicable laws and regulations. Such laws and regulations include section 405 of the Clean Water Act (33 USC §1345) and the Solid Waste Disposal Act (SWDA). This further includes Title II, the Resource Conservation and Recovery Act or RCRA, 42 U.S.C. §§ 6901-6992k. Further included are state regulations contained in any state sludge management plan prepared pursuant to subtitle D of the SWDA and sludge regulations in 40 CFR Part 503. Further included are the Clean Air Act (42 USC §§7401 et seq); the Toxic Substances Control Act (15 USC §§2601 et seq); and the Marine Protection, Research and Sanctuaries Act (33 USC §§1401-1445 and 16 USC §§1431-1445). Further included are any other state or local requirements. (Source: 40 CFR §403.3 (k)) (Cross Reference: WAC 173-216-030 (9))

AA. Local Limit.

Effluent limitation developed for users by the ((superintendent)) Plant Manager to specifically protect the POTW from the potential of pass through, interference, and intended biosolids uses. The limits shall be based on the POTW's site-specific flow and loading capacities, receiving water considerations, and reasonable treatment expectations for non-domestic wastewater.

AB. Maximum Allowable Discharge Limit.

The maximum concentration or loading of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

AC. Medical Waste.

Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

AD. Monthly Average.

The arithmetic mean of the effluent sample results collected during a calendar month or specified thirty day period. Where the control authority has taken a sample during the period, it must be included in the monthly average if provided in time. However, where composite samples are required, grab samples taken for process control or by the control authority are not to be included in a monthly average.

AE. Monthly Average Limit, also sometimes referenced as "Average Monthly Limit."

The limit to be applied to the monthly average to determine compliance with the requirements of this chapter.

AF. New Source.

1. Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed categorical pretreatment standards under section 307(c) of the Act (33 USC §1317) which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that the:
 - a. building, structure, facility or installation is constructed at a site at which no other source is located; or
 - b. building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - c. production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.
2. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsection 1(b) or (c) of this section, but otherwise alters, replaces, or adds to existing process or production equipment.
3. Construction of a new source as defined under this paragraph has commenced if the owner or operator has:
 - a. begun, or caused to begin, as part of a continuous onsite construction program:
 - i. any placement, assembly, or installation of facilities, processes, or equipment; or
 - ii. significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities, processes, or equipment; or
 - b. entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a

reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph. (Source: 40 CFR §403.3 (m))

AG. New User.

Any user that is not regulated under federal categorical pretreatment standards but that applies to the City for a new building permit or occupies an existing building and plans to commence discharge of wastewater to the City's collection system after the effective date of this ordinance, April 1, 2012. Any person that buys an existing facility that is discharging non-domestic wastewater will be considered an "existing user" if no significant changes are made in the manufacturing operation.

AH. Non-contact Cooling Water.

Water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product. Cooling water may be generated from any use, such as air conditioning, heat exchangers, cooling or refrigeration to which the only pollutant added is heat.

AI. Pass Through.

A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the City's NPDES permit, including an increase in the magnitude or duration of a violation, or which is a violation of a state water quality standard. (Source: 40 CFR §403.3(p))

AJ. Permittee.

A person, source, or user issued a discharge permit.

AK. Person.

Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes federal, state, and local governmental agencies or entities.

AL. pH.

A measure of the acidity or alkalinity of a solution, expressed in standard units.

AM. Plant Manager.

The person designated by the City of Spokane to supervise the operation of the POTW, and who is charged with certain duties and responsibilities by this chapter, or a duly authorized representative.

~~((AM))~~AN. Pollutant.

Any dredged ~~((spoilt))~~ soil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, agricultural and industrial wastes, and the characteristics of wastewater (i.e. pH, temperature, TSS, turbidity, color, BOD, chemical oxygen demand (COD), toxicity, or odor).

~~((AN))~~AO. POTW Treatment Plant. (see definition of POTW below)

That portion of the POTW which is designed to provide treatment (including recycling and reclamation) of wastewater, including municipal sewage and industrial waste. (Source: 40 CFR §403.3(r))

~~((AO))~~AP. Pretreatment.

The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes, or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard. Dilution is not considered pretreatment.

~~((AP))~~AQ. Pretreatment Requirements.

Any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

~~((AQ))~~AR. Pretreatment Standards or Standards.

Prohibited discharge standards ([SMC 13.03A.0201](#)), categorical pretreatment standards ([SMC 13.03A.0202](#)), state pretreatment standards ([SMC 13.03A.0203](#)), and local limits ([SMC 13.03A.0204](#)), and/or BMP's established by the POTW. In addition, this definition includes anything encompassed in 40 CFR §403.3(l) and/or WAC 173-216-030 (17). (Cross Reference: [SMC 13.03A.0201](#) through [SMC 13.03A.0204](#))

~~((AR))~~AS. Prohibited Discharge Standards or Prohibited Discharges.

Absolute prohibitions against the discharge of certain substances, grouped as "General Prohibitions" and "Specific Prohibitions." (Cross Reference: [SMC 13.03A.0201](#))

~~((AS))~~AT. Publicly Owned Treatment Works or POTW.

A treatment works, as defined by section 212 of the Act (33 U.S.C. section 1292), which is owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant. The term also means the City.

((AT))AU. Septic Tank Waste.

~~((Wastewater from septic tanks or similar holding tanks, vessels, chemical toilets, campers, trailers, and the like.))~~

Sewage and typically associated solids from domestic activities pumped from a septic tank serving one or more private residences. The Plant Manager may also consider wastes from other holding tanks such as boat/RV blackwater, bilge water, cesspools, and treatment lagoons to be Septic Tank Waste so long as they are absent chemicals which might inhibit biological activity or adversely affect the POTW

((AU))AV. Sewage.

Human excrement and gray water (household showers, toilets, kitchens, clothes and dishwashing operations, and related domestic activities).

AW. Sewer.

Any pipe, conduit ditch, or other device used to collect and transport sewage from the generating source.

((AV))AX. Shall, May.

“Shall” is mandatory, “may” is permissive.

((AW))AY. Significant Industrial User (SIU).

1. A user subject to categorical pretreatment standards, or

2. A user that:

- a. discharges an average of twenty five thousand gpd or more of process wastewater to the POTW (excluding sanitary, ~~((non-contact))~~ non-contact cooling and boiler blow down wastewater); or
- b. contributes a process waste stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant. As used herein “organic capacity” means the capacity of the treatment plant to treat wastewater as opposed to the “hydraulic capacity” or capability to accept and handle fluids; or
- c. is designated as such by the ~~((superintendent))~~ Plant Manager on the basis that it has a reasonable potential to cause an adverse effect on the POTW’s operation, adverse impact on the City’s ability to comply with its NPDES permit, cause the POTW to violate any pretreatment standard or requirement or because of other regulatory control needs. (Source: 40 CFR §403.3(v))

3. The ~~((superintendent))~~ Plant Manager may determine that a user subject to categorical pretreatment standards is a non-significant categorical industrial user rather than a significant industrial user on a finding that the user never

discharges more than one-hundred gpd of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:

- a. The user, prior to the ~~((superintendent))~~ Plant Manager's finding, has consistently complied with all applicable categorical pretreatment standards and requirements;
 - b. The user annually submits the certification statement required in 40 CFR Part 403.12(q), together with ~~((a))~~ any additional information necessary to support the certification statement; and
 - c. The user never discharges any untreated concentrated wastewater.
4. Upon a finding that a user meeting the criteria in subsection (2) has no reasonable potential for adversely affecting the POTW's operation or for violating any applicable pretreatment standard or requirement, the City may at any time, on its own initiative or in response to a petition received from a user and in accordance with procedures in 40 CFR Part 403.08(f)(6) determine that the user should not be considered a significant industrial user.

~~((AX))~~ AZ. Slug Discharge or Slug Load.

Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards, categorical standards, state requirements or local limits, or any discharge of a ~~((non-routine))~~ non-routine, episodic nature, including but not limited to an accidental spill or a ~~((non-customary))~~ non-customary batch discharge.

~~((AY))~~ BA. Standard Industrial Classification (SIC) Code.

A classification pursuant to the Standard Industrial Classification Manual issued by the United States office of management and budget. The City uses the North American Industry Classification System if available.

~~((AZ))~~ BB. Stormwater.

Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

~~((BA. Superintendent.~~

~~The City director of wastewater management or the director's authorized representative.))~~

~~((BB))~~ BC. Total Suspended Solids (TSS).

The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and that is removable by laboratory filtering.

((~~BE~~))BD. Treatment Facility Effluent

The discharge from the POTW Treatment Plant into the waters of the United States.

((~~BD~~))BE. User or Industrial User.

A source of indirect discharge. The source shall not include “domestic user” as defined herein.

((~~BE~~))BF. Wastewater.

Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

((~~BF~~))BG. Wastewater Treatment Plant, Water Reclamation Plant, or Treatment Plant.

That portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ((~~February 28, 2008~~)) March 27, 2012.

Section 4: That SMC section 13.03A.0104 is amended to read as follows:

13.03A.0104 Abbreviations [1.4]

The following abbreviations, when used in this chapter, have the designated meanings:

A. AKART.

All known, available, and reasonable methods of prevention, control, and treatment.
(Cross Reference: RCW 90.48.010, WAC 173-200(2)(c)(ii), and WAC 173-216-110(1)(a))

B. ASPP.

Accidental Spill Prevention Plan, or Slug Control Plan

C. Reserved.

D. BOD.

Biochemical Oxygen Demand

E. BMP.

Best Management Practice

F. BMR.

Baseline Monitoring Report

G. Reserved.

- H. CWF.
Combined Wastestream Formula
- I. CFR.
Code of Federal Regulations
- J. CIU.
Categorical Industrial User
- K. COD.
Chemical Oxygen Demand
- L. DML.
Daily Maximum Limit
- M. EPA.
U.S. Environmental Protection Agency
- N. FIFRA.
Federal Insecticide Fungicide Rodenticide Act
- O. Reserved.
- P. gpd.
gallons per day
- Q. IU.
Industrial User
- R. mg/L.
milligrams per liter
- S. NAICS.
North American Industry Classification System
- T. NPDES.
National Pollutant Discharge Elimination System
- U. NSCIU.
Non-significant Categorical Industrial User
- V. POTW.
Publicly-~~((owned))~~ Owned Treatment Works
- W. RCRA.
Resource Conservation and Recovery Act

- X. RCW.
Revised Code of Washington
- Y. SIU.
Significant Industrial User
- Z. SMC.
Spokane Municipal Code
- AA. SNC.
Significant ((~~Noncompliance~~)) Non-Compliance
- AB. TSS.
Total Suspended Solids
- AC. TTO.
Total Toxic Organics
- AD. U.S.C. (USC).
United States Code
- AE. WAC.
Washington Administrative Code

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ((~~February 28, 2008~~)) March 27, 2012.

Section 5: That SMC section 13.03A.0105 is amended to read as follows:

13.03A.0105 Incorporation – Headings – Interpretation ((4-5))

- A. This chapter is enacted to comply with federal and state pretreatment requirements, principally those in 40 CFR chapter I, subchapter N, part 403 and WAC 173-216. All federal or state statutes and regulations referenced in this chapter are intended to be incorporated in full by reference where applicable to the City's local pretreatment program, whether or not otherwise expressly stated where referenced. Such incorporation also includes any referenced statutes or regulations referenced internally within the incorporated statutes or regulations, whether or not otherwise specified.
- B. Headings do not limit or restrict the meaning of a section, but may assist in interpretation. In general, capitalized terms are defined, but the presence or absence of capitalization shall not limit the application of defined terms unless indicated by context.

C. In the event of any conflict or ambiguity within this chapter, between this chapter and applicable federal or state laws or regulations, or otherwise, the following rules of interpretation apply, in the order listed:

1. Where local authority is preempted by federal or state law, the preemption applies to the extent required by law.
2. An interpretation to preserve the City's NPDES permit is applied to the extent required.
3. Cost or liability to the City shall be avoided to the maximum extent possible.
4. Normal rules of statutory interpretation apply, considering [SMC 13.03A.0101](#).
5. The more stringent rule applicable to regulated customers or other members of the public applies.

~~((NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of December 20, 2007.))~~

Section 6: That SMC section 13.03A.0106 is amended to read as follows:

13.03A.0106 Legislative History – Comments ~~((1-6))~~

- A. Adoption of a local pretreatment ordinance approved by state and federal authorities is a requirement for the City to comply with its NPDES permit. The City sewer code, [chapter 13.03 SMC](#), was originally codified and adopted as such in [Title 13 SMC](#) by Ordinance No. C26294, passed October 12, 1981. Provisions for the City's wastewater pretreatment program were adopted as sewer code amendments in Ordinance No. C28888, passed October 19, 1987. Pretreatment provisions were further revised by Ordinance No. C30677, passed January 19, 1993. The City's pretreatment program has now been revised in this [chapter SMC 13.03A](#) which replaces that portion of [chapter 13.03 SMC](#) concerning pretreatment.
- B. This chapter seeks to accommodate federal, state, and local regulatory policies and the practical and operational needs of the POTW, its customers, and the public, supporting the law for the common good. Members of the general public, as well as users and state and federal regulatory officials are encouraged and requested to contact the ~~((superintendent))~~ [Plant Manager](#), City of Spokane, wastewater management department, with any questions or comments for improvement or clarification.

~~((NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of December 20, 2007.))~~

Section 7: That SMC section 13.03A.0107 is amended to read as follows:

13.03A.0107 No Special Duty Created ((4-7))

Notwithstanding any other provision, no special duty or liability for the City to any person or class is created by this chapter. Any duty nonetheless deemed created shall be exclusively a duty to the general public as a whole. This provision shall be liberally construed.

~~((NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of December 20, 2007.))~~

Section 8: That SMC section 13.03A.0108 is amended to read as follows:

13.03A.0108 Computation of Time ((4-8))

~~((When ever))~~ Whenever an action is specified to be done within a stated number of days, the date upon which the time begins to run is not counted and the last day is counted. Whenever a time period is specified of five days or less, weekends and holidays are not included. Time periods over five days shall mean calendar days. If the last day by which an action must be accomplished falls on a weekend or holiday, the time is extended to the next day not a weekend or holiday. Holidays means legal holidays as stated in [SMC 3.03.010](#).

~~((NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of December 20, 2007.))~~

Section 9: That there is adopted a new section 13.03A.0200 to Chapter 13.03A of the Spokane Municipal Code to read as follows:

13.03A.0200 Industrial User Survey

The City of Spokane is obligated under Federal law to identify all users potentially subject to the pretreatment program, and the character and volume of pollutants discharged by such users. To satisfy this requirement, all sources of non-domestic wastewater which is discharged to the POTW must, upon request by the Plant Manager, or its designee, periodically complete an Industrial User Survey form. Users shall fully disclose the information requested and sign the completed form in accordance with SMC 13.03A.0305. Proper completion of survey requirements is a condition of initial and continued discharge to the public sewer system. Users failing to fully comply with survey requirements shall be subject to all enforcement measures authorized under this chapter including without limitation termination of service. The Plant Manager is authorized to prepare several forms for this purpose and require completion of the particular form which the Plant Manager determines appropriate to provide the information needed to categorize each user. The Plant Manager shall be authorized to categorize each User,

provide written notice of a user's categorization and what it means, and revise this categorization at any time.

Section 10: That SMC section 13.03A.0201 is amended to read as follows:

13.03A.0201 Prohibited Discharge Standards [2.1]

A. General Prohibition.

No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. This requirement applies to all users of the POTW, whether or not they are subject to categorical pretreatment standards or any other federal, state or local pretreatment standards or requirements.

B. Specific Prohibitions.

No user shall introduce or cause to be introduced into the POTW anything listed hereafter. Where two or more items apply, the more stringent governs:

1. Pollutants which either alone or by interaction may create a fire or explosive hazard in the POTW or any part thereof, a public nuisance or hazard to life, or prevent entry into the sewers for maintenance and repair or which are in any way injurious to the operation of the system or operating personnel. This includes wastestreams with a closed cup flashpoint of less than one hundred forty degrees F (sixty degrees C) using the test methods specified in 40 CFR §261.21.
2. Wastewater having a pH less than 5.0 or more than 12.0, or otherwise having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel. (~~Discharges outside the pH range of 5.0 to 12.0 may be approved by written authorization of the superintendent pursuant to a finding that the system is specifically designed to accommodate a discharge of that pH. Authorization is revocable at any time in the superintendent's sole discretion.~~) (Cross Reference: [SMC 13.03A.0204\(A\)](#))
3. Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW. In general, the cutting up or reducing to smaller pieces of any solid materials as a means to enable their introduction into the POTW is prohibited. In addition, in no case shall solids greater than one-quarter inch (0.64 cm) in any dimension be discharged.
4. Pollutants, including oxygen demanding pollutants (BOD, etc.), released at a flow rate and/or concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW.
5. Wastewater having a temperature which will inhibit biological activity in the treatment plant resulting in interference, but in no case, wastewater which causes the temperature at the point of introduction into the treatment plant to exceed one hundred four degrees F (forty degrees C) unless the approval

authority, upon request of the ((superintendent)) Plant Manager, approves alternative temperature limits.

6. Wastewater which causes the temperature at the point of introduction into the sanitary sewer to exceed one hundred thirty degrees F (fifty-four degrees C).
7. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause obstruction of the POTW, interference or pass through.
8. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause risk to worker health and safety, in the ((superintendent's)) Plant Manager's judgment and/or substances identified as toxic pollutants ((see [SMC 13.03A.0104](#))) or any wastewater containing any pollutant, including oxygen demanding pollutants, in sufficient quantity, either singly or by interaction, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, or be in violation of any applicable statute, rule, regulation, or ordinance of any public agency, including the EPA.
9. Trucked or hauled pollutants, wastewater or other materials (hauled wastewater), except at discharge points designated by the ((superintendent)) Plant Manager in accordance with [SMC 13.03A.0212](#).
10. The following are prohibited unless approved by the ((superintendent)) Plant Manager under special circumstances, such as lack of direct discharge alternatives due to combined sewer service or need to augment domestic wastewater flows due to septic conditions as required under WAC 173-216-050:
 - a. Non-contact cooling water in volumes deemed significant by the ((superintendent)) Plant Manager because of adverse effects of consequences.
 - b. Stormwater, or other direct inflow sources.
 - c. Wastewater significantly affecting POTW hydraulic loading, which does not require treatment or would not be afforded a significant degree of treatment by the POTW.
11. Wastewater which imparts color which cannot be removed by the treatment process, such as dye wastes and vegetable tanning solutions, which imparts color to the treatment plant effluent causing violation of the City's NPDES permit. Color (in combination with turbidity) shall not cause the treatment plant effluent to reduce the depth of the compensation point for photosynthetic activity by more ((the)) than ten percent from the seasonably established norm for aquatic life, as determined by the ((superintendent)) Plant Manager.

12. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair.
13. Wastewater containing any radioactive wastes or isotopes except in compliance with applicable state or federal regulations and approved by the ~~((superintendent))~~ Plant Manager.
14. Stormwater, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, non-contact cooling water, and unpolluted wastewater, unless specifically authorized by the ~~((superintendent))~~ Plant Manager.
15. Sludges, screenings, or other residues from the pretreatment of industrial wastewaters, or from industrial processes unless authorized by the ~~((superintendent))~~ Plant Manager.
16. Medical wastes, except as specifically authorized by the ~~((superintendent))~~ Plant Manager through a discharge permit issued under Article 3.
17. Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail toxicity tests from applicable regulations. (Cross Reference: WAC 173-205-020, 40 C.F.R. § 122.21 (5))
18. Detergents, surface active agents, or other substances that might cause excessive foaming or interfere with effective function of the POTW.
19. Fats, oils, or greases or any other materials of animal (including human) or vegetable origin in quantities which could cause obstruction of the POTW or interference with conveyance or treatment ~~((or any discharges with total petroleum hydrocarbon concentrations greater than one hundred mg/L. (Cross Reference: [SMC 13.03A.0204\(A\)](#))))~~
20. Animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, ~~((Cinders))~~ cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar asphalt residues, residues from refining or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes.
21. Liquids, solids, or gas, which by reason of their nature or quantity may be sufficient, alone or by interaction with other materials, to cause fire or explosion, which might cause obstruction or interference or be injurious in any other way to the POTW, its operations, staff or the environment. At no time shall two successive readings on an explosion hazard meter at the point of discharge into the POTW system, or at any point in the POTW system, exceed five

percent or any single reading exceed ten percent of the lower explosive limit based on an explosivity meter reading.

22. Anything which in the opinion of the ~~((superintendent))~~ Plant Manager may cause harm either to the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving waters or outside environment, or otherwise endanger life, limb or property, or constitute a nuisance, unless allowed under special agreement, except that no special waiver shall be given from categorical pretreatment standards.

23. Any dangerous wastes as defined in WAC 173-216-030 or hazardous wastes as defined in 40 CFR Part 261.

24. Hazardous waste pharmaceuticals as listed in 40 CFR 261 subparts C, D generated from healthcare facilities or reverse distributors, pursuant to 40 CFR 266.505.

25. Bulk, expired, outdated, or concentrated prescription or non-prescription drugs.

~~((24))~~ 26. Persistent pesticides and/or pesticides regulated by FIFRA (Federal Insecticide Fungicide Rodenticide Act).

27. The contents of any tank or other vessel owned or used by any person in the business of collecting or pumping sewage, effluent, septic tank waste, or other wastewater unless said person has first obtained testing and approval as may be generally required by the City of Spokane and paid all fees assessed for the privilege of said discharge.

~~((25))~~ 28. Anything else not authorized by the ~~((superintendent))~~ Plant Manager. ~~((The superintendent may specify such substances in a specific user permit, considering the appendices hereto.))~~

29. Any substance which will cause the POTW to violate its NPDES and/or other disposal system permits.

C. Supplementing subsections (A) and (B) of this section, no industrial user shall violate the provisions of 40 CFR §403.5(a) and (b) or WAC 173-216-060 or any statute or regulation referenced therein. Such provisions are all fully incorporated herein.

D. Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((February 28, 2008))~~ March 27, 2012.

Section 11: That SMC section 13.03A.0202 is amended to read as follows:

13.03A.0202 Federal Categorical Pretreatment Standards [2.2]

The national categorical pretreatment standards, as amended and promulgated by the EPA pursuant to the Act and as found at 40 CFR chapter I, subchapter N, parts 405–471, are incorporated by reference herein as a part of this chapter. All users must comply with these standards.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 12: That SMC section 13.03A.0203 is amended to read as follows:

13.03A.0203 State Requirements

- A. State requirements and limitations on discharges to the POTW shall be met by all users subject to such items whenever they are more stringent than federal or local pretreatment requirements and limitations. Washington State Pretreatment Standards and Requirements, located at chapter 173-216 WAC, were developed under authority of the State Water Pollution Control Act, chapter 90.48 RCW and are hereby incorporated. All wastewaters discharged from a commercial or industrial operation as determined by the ~~((superintendent))~~ Plant Manager into the POTW must satisfy the provisions of chapter 173-216 WAC.
- B. Any person who constructs, modifies or proposes to construct or modify wastewater treatment facilities must first comply with the regulations for submission of plans and reports for construction of wastewater facilities, chapter 173-240 WAC. ~~((Until the))~~ The City ((is)) has been delegated the authority to review and approve such plans and reports under RCW 90.48.110~~((;))~~. ~~((sources))~~ Sources of non-domestic discharges (industrial wastewater) shall request approval for such plans and reports through the ~~((department of ecology))~~ City of Spokane. ~~((To ensure conformance with this requirement, proof of the approval of such plans and reports, and one))~~. One copy of each ~~((approved))~~ plan and report shall be provided to the ~~((superintendent))~~ Plant Manager before commencing any such construction or modification. Said plans and reports must be filed with the ~~((superintendent))~~ Plant Manager, together with such information as required by the ~~((superintendent))~~ Plant Manager, signed by an authorized representative and certified as provided in [SMC 13.03A.0305\(B\)](#), and include the fee as provided in [SMC 13.03A.1401](#). (Cross reference: WAC 173-216-050(1))
- C. All users shall apply all known, available, and reasonable treatment methods (AKART) to prevent and control wastewater releases into the waters of the state. (Cross reference: WAC 173-216-050(3))
- D. Discharge restrictions of chapter 173-303 WAC (Dangerous Waste) shall apply to all users.

- E. All required monitoring data shall be analyzed by a laboratory or person accepted by the ~~((superintendent))~~ Plant Manager as qualified to perform such services, in the ~~((superintendent's))~~ Plant Manager's sole discretion. The lab or person shall be registered or accredited under the provisions of chapter 173-50 WAC. The ~~((superintendent))~~ Plant Manager may determine this is not required for flow, temperature, settleable solids, conductivity, pH, turbidity, and internal process control parameters. However, if the laboratory analyzing samples for conductivity, pH, and turbidity must otherwise be accredited, it shall be accredited for these parameters as well.
- F. ~~((Persons))~~ The City shall public notice for users applying for a new permit or a permit renewal or modification which allows a new or increased pollutant loading, at the user's expense. ~~((shall publish notice for each application in the format provided by the City.))~~ The notices shall fulfill the requirements of WAC 173-216-090. These requirements include publishing:
1. The name and address of the applicant and facility/activity to be permitted;
 2. A brief description of the activities or operations which result in discharge;
 3. Whether any tentative determination has been reached with respect to allowing the discharge;
 4. The address and phone number of the office of the ~~((superintendent))~~ Plant Manager where persons can obtain additional information;
 5. The dates of the comment period (which shall be at least thirty days); and
 6. How and where to submit comments or have any other input into the permitting process, including requesting a public hearing.
- G. The ~~((superintendent))~~ Plant Manager may ~~((require the applicant to))~~ also mail this notice to persons who have expressed an interest in being notified, to state agencies and local governments with a regulatory interest, and to post the notice on the premises. If the ~~((superintendent))~~ Plant Manager determines there is sufficient public interest, the City shall hold a public meeting following the rules of WAC 173-216-100. The ~~((superintendent))~~ Plant Manager may assume responsibility for public notice requirements for any persons, and may waive this requirement for any user not classified as CIU or SIU by the ~~((superintendent))~~ Plant Manager.
- ~~((H. Permit terms shall include, wherever applicable, the requirement to apply All Known, Available and Reasonable methods of prevention, control, and Treatment (AKART).))~~

Section 13: That SMC section 13.03A.0204 is amended to read as follows:

13.03A.0204 Local Limits [2.4]

- A. The following limits are established as local limits, expressed as Maximum Allowable Discharge Limits. No Significant Industrial User may discharge wastewater into the POTW in excess of the following concentrations:
1. Arsenic: 0.12 mg/L.
 2. Benzene: <0.5 mg/L
 3. Cadmium: 0.093 mg/L.
 4. Total Chromium: <5.0 mg/L.
 5. Copper: 0.74 mg/L.
 6. Cyanide: 1.01 mg/L.
 7. Fats, oils, and, grease: See SMC 13.03A.0201(B)(19).
 8. Lead: 0.32 mg/L.
 9. Mercury: 0.012 mg/L.
 10. Nickel: 1.74 mg/L.
 11. Silver: 0.46 mg/L.
 12. Zinc: 2.59 mg/L.
 13. The pH limit set in SMC 13.03A.0201(B)(2) may also be enforced as a local limit.
 14. Molybdenum: 0.66 mg/L.
 15. Selenium: 0.40 mg/L.
- B. Users that discharge wastewater into any sewer that conveys wastewater to Spokane County Regional Water Reclamation Facility must comply with the limits set forth in Spokane County Code Chapter ((8.03A-0204)) 8.03A.0204.
- C. The above limits apply at the point where the wastewater is discharged to the POTW (end of the pipe). All concentrations for metallic substances are for “total” metal unless indicated otherwise. The ((superintendent)) Plant Manager may impose mass limitations in addition to or in place of the concentration-based limitations shown in

subsection (A) of this section. Where a user is subject to a categorical pretreatment standard and a local limit for a given pollutant, the more stringent limit ~~((applies as the applicable pretreatment standard))~~ or applicable pretreatment standard shall apply.

- D. Limits may be established for all users, groups, or specific users. They may be designed to ameliorate temporary or permanent discharge characteristics, or to accommodate any new or special temporary or permanent condition of the POTW, its effluent receiving water, or other environmental problem. The ~~((superintendent))~~ Plant Manager may set limits as instantaneous maximums or for other durations (e.g., daily maximum or monthly average limits) where deemed proper.
- E. Whenever determined appropriate, the ~~((superintendent))~~ Plant Manager may develop best management practices (BMPs) for general application, in individual discharge permits or general discharge permits, to implement local limits and the requirements of article II of this chapter and require documentation of compliance. Failure to follow such requirements is a violation of this chapter.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model

Section 14: That SMC section 13.03A.0205 is amended to read as follows:

13.03A.0205 Right of Revision [2.5]

This chapter and any permits or approvals granted pursuant to its authority create no vested or property rights and the City at times reserves the right to revise any provision at any time, with or without showing of cause or need. (Cross reference: [SMC 13.03A.0102\(C\)](#))

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 15: That SMC section 13.03A.0206 is amended to read as follows:

13.03A.0206 Special ~~((Handling))~~ Agreement [2.6]

- A. The City reserves the right to enter into ~~((specific))~~ special agreements with customers or users setting out specific terms for discharge into the POTW. All such agreements must be in writing and approved by the ~~((superintendent))~~ Plant Manager. This function is not subject to delegation by the ~~((superintendent))~~ Plant Manager. In no case will any categorical pretreatment standard or federal pretreatment requirement be waived.
- B. A user may request a net/gross adjustment to a categorical standard under the provisions of 40 CFR §403.15 by filing a written application therefore with such information as required by the ~~((superintendent))~~ Plant Manager. The application must

be certified as provided in [SMC 13.03A.0305\(B\)](#) and include the fee provided in [SMC 13.03A.1401](#).

- C. A user may also request a variance from the categorical pretreatment standard from the approval authority under 40 CFR §403.13 by filing a written application therefore with such information as required by the ((superintendent)) Plant Manager. The application must be certified as provided in [SMC 13.03A.0305\(B\)](#) and include the fee provided in [SMC 13.03A.1401](#).

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ((December 20, 2007)) March 27, 2012.

Section 16: That SMC section 13.03A.0207 is amended to read as follows:

13.03A.0207 Dilution [2.7]

No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with an applicable pretreatment standard or requirement unless expressly authorized by the pretreatment standard or requirement. The ((superintendent)) Plant Manager may impose mass limitations on users who are using dilution to meet applicable pretreatment standards or requirements or in other cases when the ((superintendent)) Plant Manager deems that imposition of mass limitations is appropriate.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ((December 20, 2007)) March 27, 2012.

Section 17: That SMC section 13.03A.0208 is amended to read as follows:

13.03A.0208 Pretreatment Facilities [2.8]

- A. Users are responsible for all cost and liability to provide wastewater pretreatment to comply with this chapter and shall achieve compliance with all applicable pretreatment standards and requirements contained or referenced in this chapter as specified by the EPA, state, City, or ((superintendent)) Plant Manager as may be most stringent. Any facilities required to pretreat wastewater to acceptable levels must be provided, operated, and well maintained at the user's sole expense and liability. Engineering reports, detailed plans and specifications, and an operation((s)) and maintenance manual acceptable to the ((superintendent)) Plant Manager showing pretreatment facilities and operating procedures, together with any other information required by the ((superintendent)) Plant Manager shall be submitted to the ((superintendent)) Plant Manager for review and approval before construction. Review and/or approval of plans, operating procedures or other submittals never relieves the user or submitting party from full compliance. Facilities must be maintained by the user in accordance with approved reports, plans, operating procedures, and other submittals.

- B. Application for plan approvals must be ~~((made on forms acceptable to the superintendent,))~~ signed in accord with [SMC 13.03A.0305\(B\)](#), ~~((with fees as provided in))~~ Fees will be assessed in accordance with [SMC 13.03A.1401](#).

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 18: That SMC section 13.03A.0209 is amended to read as follows:

13.03A.0209 Deadline for Compliance with Applicable Pretreatment Standards [2.9]

- A. Compliance by existing sources covered by categorical pretreatment standards shall be within three years of the date the standard is effective unless a shorter compliance time is specified in the applicable standard, other provision, or ~~((superintendent))~~ Plant Manager order. The ~~((superintendent))~~ Plant Manager establishes a final compliance deadline for any existing user not covered by categorical pretreatment standards or any categorical user where state requirements or local limits are more restrictive.
- B. New sources and new users are required to comply with applicable pretreatment standards within the shortest feasible time, not to exceed ninety days from beginning of discharge. New sources and new users shall install, have in good operating condition, and shall start up all pollution control equipment (including sampling equipment) required to meet applicable pretreatment standards before beginning to discharge.
- C. Any discharge permit to a CIU shall not contain a compliance date beyond the deadline established in EPA categorical pretreatment standards. Not by way of limitation, other existing users or CIUs who must comply with more stringent state requirements or local limits shall be provided with a compliance deadline in their permit to insure compliance in the shortest feasible time, in the ~~((superintendent))~~ Plant Manager's opinion.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 19: That SMC section 13.03A.0210 is amended to read as follows:

13.03A.0210 Additional Pretreatment [2.10]

- A. Whenever deemed necessary, the ~~((superintendent))~~ Plant Manager may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage (domestic wastewater) from industrial wastestreams (industrial wastewater), and such other conditions deemed necessary to protect the POTW and determine a user's compliance with this chapter.

- B. Each user discharging greater than one hundred thousand gallons per day, or lower volumes where determined by the ~~((superintendent))~~ Plant Manager, shall install and maintain, on its property and at its expense, a suitable storage and flow-control facility to insure equalization of flows over a twenty-four hour period. The facility shall have a capacity for at least twenty-five percent of the daily discharge volume of the user and shall be equipped with alarms and a rate of discharge controller, subject to ~~((superintendent))~~ Plant Manager approval and regulation. A wastewater discharge permit may be issued solely for flow equalization.
- C. Grease, oil, and sand interceptors (interception units) shall be ~~((provided))~~ installed whenever determined necessary by the ~~((superintendent))~~ Plant Manager for proper handling of wastewater containing excessive amounts of such substances, except that such interceptors shall not be required for residential users. Interception units are subject to the control and regulation of the ~~((superintendent))~~ Plant Manager and must be inspected, cleaned, and kept in good repair by the user.
- D. Users with a potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.
- E. All users are required to adhere to the City of Spokane Department of Wastewater Management Industrial Pretreatment Program Mercury Control and Abatement Plan.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of March 27, 2012.

Section 20: That SMC section 13.03A.0211 is amended to read as follows:

13.03A.0211 Accidental Spill Prevention Plans /Slug ~~((Discharge))~~ Control Plans [2.11]

- A. The ~~((superintendent))~~ Plant Manager may require any user to develop and implement an accidental spill prevention plan (ASPP) ~~((and/))~~ or slug control plan ~~((, including any facilities or procedures ordered to support the same, all at the user's expense. Such plans must be submitted for approval within such time limits as ordered by the superintendent, generally not to exceed ninety days. The user must implement the plans as approved by the superintendent. These requirements are cumulative with other requirements and not in the alternative))~~. Where deemed necessary by the City, facilities to prevent accidental discharge or slug discharges of pollutants shall be provided and maintained at the user's cost and expense. An accidental spill prevention plan or slug control plan showing facilities and operating procedures to provide this protection shall be submitted to the City for review and approval before implementation. The City shall determine which user is required to develop a plan and require said plan to be submitted within 90 days after notification by the City. Each user shall implement its ASPP as submitted or as modified after such plan has been reviewed and approved by the City. Review and approval of such plans and operating

procedures by the City shall not relieve the user from the responsibility to modify its facility as necessary to meet the requirements of this chapter.

- B. An ASPP and/or slug (~~((discharge))~~) control plan shall address, at a minimum, the following:
1. Description of discharge practices, including (~~((nonroutine))~~) non-routine batch discharges.
 2. Description of stored chemicals.
 3. Procedures for (~~((immediately notifying))~~) immediate notification to the (~~((superintendent))~~) Plant Manager of (~~((an))~~) any accidental spill or slug discharge which (~~((would))~~) could violate [SMC 13.03A.0201 through](#) (~~((SMC 13.03A.204))~~) [SMC 13.03A.0204](#).
 4. Procedures to prevent adverse impact from an accidental spill and/or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response. (Cross reference: 40 CFR §403.8(f)(2)(vi). See also EPA Region 10 Accidental Spill Prevention and Guidance Manual for POTWs and non-domestic users)
 5. (~~((Applications for ASPP))~~) ASPPs and/or slug (~~((discharge))~~) control (~~((plan approvals))~~) plans must be filed with the (~~((superintendent))~~) Plant Manager, upon such forms and with such information as required by the (~~((superintendent))~~) Plant Manager, signed by an authorized representative and certified as provided in [SMC 13.03A.0305\(B\)](#), and may include (~~((the))~~) a fee as provided in [SMC 13.03A.1401](#).
- C. The requirement for (~~((An))~~) an ASPP or slug (~~((discharge))~~) control plan may be incorporated into a discharge permit. Updates and renewals must be filed with any request for permit transfer, modification, or renewal, change at the user facility, and whenever the user knows or reasonably should know of information affecting the plan or facts upon (~~((with))~~) which the plan was based. In addition, the (~~((superintendent))~~) Plant Manager evaluates the sufficiency of any ASPP and/or slug (~~((discharge))~~) control plan or other action to control spills or slug discharges and may order changes or updates as deemed necessary, including analysis or reports by a qualified engineer or other professional certification. If determined to be insufficient, the (~~((superintendent))~~) Plant Manager may develop such a plan at the user's expense. (Cross reference: [SMC 13.03A.0407](#))

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 21: That SMC section 13.03A.0212 is amended to read as follows:

13.03A.0212 Hauled Wastewater [2.12]

- A. Hauled wastewater, including septic tank waste or industrial wastewater, may ~~((be))~~ not be introduced into the POTW except at locations and with such conditions as directed by the ~~((superintendent))~~ Plant Manager. Such wastes shall not violate this Section of this chapter or any other requirements established or adopted by the City. Wastewater Discharge Permits for individual vehicles to use such facilities shall be issued by the Plant Manager.
- B. All such wastewater is required to be tested and sampled as ordered by the ~~((superintendent))~~ Plant Manager, consistent with the purpose and objectives of this chapter and applicable federal, state, or local requirements.
- C. The ~~((superintendent))~~ Plant Manager may decline to accept any hauled wastewater or may require wastewater haulers or generators as designated by the ~~((superintendent))~~ Plant Manager to apply for discharge permit coverage.
- D. Wastewater haulers must provide a ~~((tracking form))~~ Discharge Record as required and approved by the ~~((superintendent))~~ Plant Manager for every load. ~~((This form shall include, at a minimum, the name and address of the industrial wastewater hauler, discharge permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.))~~
- E. ~~((Forms))~~ Non-domestic Wastewater Manifests under this section must be filed with the ~~((superintendent))~~ Plant Manager, with such information as required by the ~~((superintendent))~~ Plant Manager, and signed by an authorized representative and certified as provided in SMC 13.03A.0305(A), ~~((and include the fee as provided in SMC 13.03A.1401))~~ Failure to submit a report form as required or apply for permit coverage when required is a violation of this chapter. (Cross reference: SMC 13.03A.0201(B)(9))
- F. Fees for dumping hauled wastes will be established as part of the user fee system as authorized in SMC 13.03 and SMC 13.03A.1401.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 22: That SMC section 13.03A.0213 is amended to read as follows:

13.03A.0213 Causing, Contributing to Sewer Overflow Events (~~[[2-13]]~~)

- A. No ~~((customer))~~ user or member of the public or other governmental entity may cause or contribute to causing a sewer overflow event, either during wet or dry weather, such that a portion of the City sewer system becomes blocked or impaired with the result that sewage flows out of the sewer system directly into the Spokane River or any place else besides remaining in the City sewer system. Where it appears that someone may be creating this kind of problem, the ~~((superintendent))~~ Plant Manager may notify such person and require additional monitoring or screening equipment or inspections at such person's expense. Examples of problems are ~~((customer))~~ user created or enhanced blockages from grease, industrial or commercial processes, or from nursing homes flushing large diapers, rags or other materials inserted into the system which are too large for the City sewer system to accommodate, which then may become lodged so to block flows.
- B. Anyone determined to have caused or contributed to an overflow or blockage event is responsible for all damage, loss or liability created thereby, including environmental damage in addition to other applicable penalties.

~~((NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of December 20, 2007.))~~

Article III. Wastewater Discharge Permit

Section 23: That SMC section 13.03A.0300 is amended to read as follows:

13.03A.0300 Wastewater Discharge Permit Requirement – Individual, General Permits (~~[[3-0]]~~)

- A. No significant industrial user (SIU) shall discharge wastewater into the POTW without first obtaining a discharge permit from the ~~((superintendent))~~ Plant Manager. Such permit must be enforceable and contain all the elements as required by 40 CFR 403.8(f)(1)(iii)(B). Failure to obtain a permit or permit violations are violations of this chapter. All applicable federal, state, and local pretreatment requirements and standards apply to permittees, whether or not stated in the permit.
- B. A discharge permit may be designed for an individual user (individual permit) or an identified class of users (general permit). A general permit is issued where a given class of users:
1. involve the same or substantially similar types of operations;
 2. involve applicant classes as established by the ~~((superintendent))~~ Plant Manager discharging the same types of wastes;

3. require the same effluent limitations;
4. require the same or similar monitoring; and
5. in the opinion of the ~~((superintendent))~~ Plant Manager, are more appropriately controlled under a general discharge permit than under individual discharge permits. (Cross reference: 40 CFR §403.8(f)(2))

~~((NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of December 20, 2007.))~~

Section 24: That SMC section 13.03A.0301 is amended to read as follows:

13.03A.0301 Permits as to Existing Sources, Existing Users [3.1]

Any existing source or existing user SIU not already permitted shall apply for a permit under this chapter. The ~~((superintendent))~~ Plant Manager may notify such persons of the requirement and allow up to sixty days for existing users and such time as required by federal law for existing sources, but this shall not exceed sixty days unless an applicant demonstrates it is entitled to additional time. This requirement also applies to existing permittees subject to new requirements under this chapter. Regardless of notification or other requirements, in no event shall an SIU subject to categorical standards fail to submit a baseline report within the one hundred eighty day deadline in 40 CFR §403.12(b). Baseline reports must be signed as provided in [SMC 13.03A.0305\(A\)](#) and fees will be assessed in accordance with ~~((accompanied by a fee as provided in))~~ [SMC 13.03A.1401](#).

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 25: That SMC section 13.03A.0302 is amended to read as follows:

13.03A.0302 Permits as to New Sources, New Users [3.2]

At least ninety days prior to the anticipated start-up, any new source and any new user determined by the ~~((superintendent))~~ Plant Manager to be an SIU shall apply for a discharge permit and submit to the ~~((superintendent))~~ Plant Manager at a minimum, the information in [SMC 13.03A.0304\(A\) through \(E\)](#) as well as any applicable engineering reports (reference [SMC 13.03A.0203\(B\)](#) and [SMC 13.03A.0208\(A\)](#)). A new source or a new user cannot discharge without first obtaining a discharge permit. New sources and new users must include in their application the method of pretreatment they will use to meet applicable pretreatment standards and requirements as well as estimates of information in [SMC 13.03A.0304\(D\) and \(E\)](#).

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 26: That SMC section 13.03A.0303 is amended to read as follows:

13.03A.0303 Discharge Permit – Extrajurisdictional Users [3.3]

Any existing user located outside the City of Spokane city limits must comply with this chapter or a similar local pretreatment ordinance or program approved by the EPA and/or the State of Washington, specifically including existing user requirements under [SMC 13.03A.0301](#) and new source/new user requirements under [SMC 13.03A.0302](#), as a condition of any discharge permit. Compliance is a condition of continuing discharge into the POTW and violators shall ~~((in addition))~~ be subject to any and all penalties as may lawfully apply hereunder or the jurisdictional local government's approved pretreatment program.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 27: That SMC section 13.03A.0304 is amended to read as follows:

13.03A.0304 Discharge Permit Application Contents [3.4]

A. Permit Application Form.

1. The ~~((superintendent))~~ Plant Manager approves the permit application form. All users required to obtain a discharge permit must submit to the ~~((superintendent))~~ Plant Manager, at a minimum, the information stated in this section and any other information requested by the ~~((superintendent))~~ Plant Manager. Categorical users must further comply with 40 CFR 403.12(b). ~~((Applications must include the permit application fee in))~~ Permit fees will be assessed in accordance with [SMC 13.03A.1401](#). Incomplete, inaccurate, or unsigned applications ((or applications without payment may be returned or conditionally processed)) will not be processed and will be returned to the user for revision.
2. Identifying information: The application must state the name and address of the facility, operator and owners.

B. Permits.

The applicant must furnish a list of any environmental control discharge permits held by or for the facility.

C. Description of Operations.

The application must state a brief description of the nature, average rate of production, and the applicable North American Industry Classification System (2007 or latest version) of the operation(s) carried out by such user, including a list of all raw materials and chemicals stored or used at the facility which are or could be accidentally or intentionally discharged into the POTW. The applicant shall further state the number

and type of employees, hours of operation, each product produced by type, process(es), and rate of production. The applicant shall state type and amount of raw materials processed (average and maximum per day) and the time and duration of discharges. The application must include a schematic process diagram which indicates points of discharge to the POTW from the regulated or manufacturing processes, site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, sewer connections, inspection manholes, sampling chambers, and appurtenances by size and location, floor drains, and appurtenances by size, location, and elevation.

D. Flow Measurement Application Information.

1. Categorical user: Average information showing the measured average daily and daily maximum flow, in gallons per day, to the POTW from each of the following:

- a. Regulated or manufacturing process streams and
- b. Other streams, as necessary, to allow use of the combined wastestream formula. (Cross reference: 40 CFR 403.6(e))

2. Non-categorical user: Information showing the measured daily average and daily maximum flows, in ~~((gpd))~~ gallons per day to the POTW from each of the following: Total process flow, wastewater treatment plant flow, total plant flow, or individual manufacturing process flow as required by the ~~((superintendent))~~ Plant Manager.

3. The City may allow for verifiable estimates of these flows where justified by cost or feasibility consideration

E. Measurement of Pollutants.

1. Categorical User.

- a. The user shall identify the applicable pretreatment standards for each regulated or manufacturing process.
- b. The user shall submit the results of sampling and analysis identifying the nature and concentration (or mass, where required by the categorical pretreatment standard or the ~~((superintendent))~~ Plant Manager) of regulated pollutants, including those encompassed in the standards in [SMC 13.03A.0201 through SMC 13.03A.0204](#) as appropriate in the discharge from each regulated or manufacturing process. Both the daily maximum and average concentration (or mass, where required) shall be reported. The sample shall be representative of daily operations and conform to the sampling and analytical procedures in Article V of this chapter.

- c. The user shall take a minimum of one representative sample to compile data necessary to comply with subsection (E) of this section.
- d. Where an alternate concentration or mass limit has been calculated in accord with 40 CFR 403.6(e) for a categorical user, this adjusted limit, together with supporting data shall be submitted as part of the application.

2. Non-categorical User.

- a. The user shall identify the applicable pretreatment standards for its discharge.
- b. In addition, the user shall submit the results of sampling and analysis identifying the nature and concentration in the discharge (or mass, where required by the ~~((superintendent))~~ Plant Manager) of regulated pollutants encompassed in the standards in [SMC 13.03A.0201 through SMC 13.03A.0204](#) as applicable. Both the daily maximum and average concentration (or mass, where required) shall be reported. The sample shall be representative of daily operations and conform to the sampling and analytical procedures in Article V of this chapter.
- c. The user shall take a minimum of one representative sample to compile data necessary to comply with subsection (E) of this section.
- d. Where the ~~((superintendent))~~ Plant Manager has developed an alternate concentration or mass limit because of dilution or other reasons, this limit, together with supporting data shall be submitted as part of the application.

F. Certification – Qualified Professional Statement.

The application certification required in [SMC 13.03A.0305\(A\)](#) must also include a statement certified by a qualified professional, indicating whether the applicable pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required for the user to meet the applicable pretreatment standards and requirements~~((s))~~ , including AKART.

G. Compliance Schedule.

If additional pretreatment/O&M are required to meet the applicable pretreatment standards, the user must include the shortest schedule by which it will provide such additional pretreatment/ O&M remediation, conforming with [SMC 13.03A.0404](#) but not later than the deadlines in [SMC 13.03A.0209](#).

((NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of December 20, 2007))

((~~Section 13.03A.03042~~ Combined Wastestream Formula — Fundamentally Different Factors modifications [3.4 part]))

1. Where a user's applicable categorical standard is modified because of a removal allowance under 40 CFR §403.7, combined wastestream formula eligibility under 40 CFR §403.6(e) or fundamentally different factors variance under 40 CFR §403.13 at the time of submission of information required under [SMC 13.03A.0304\(G\)](#), the information required under [SMC 13.03A.0304\(F\) and \(G\)](#) apply to the modified limits. It is the ((submitter's)) user's responsibility to identify and disclose the modification conditions stated.

2. Where an applicable categorical standard is modified because of a removal allowance under 40 CFR §403.7, combined wastestream formula eligibility under 40 CFR §403.6(e), or fundamentally different factors under 40 CFR §403.13 after submission of information required under [SMC 13.03A.0304\(F\) and \(G\)](#), a report containing information pertaining to such modification shall be submitted within sixty days after the new limit is approved, signed as required in [SMC 13.03A.0305\(A\)](#) with a report review fee specified in [SMC 13.03A.1401](#).

3. The user must obtain ((superintendent)) Plant Manager approval for combined wastestream formula or fundamentally different factors variations if not submitted as part of a permit application. This may also be done through permit modification where applicable. However accomplished, the user must make an application therefore on forms supplied or approved by the ((superintendent)) Plant Manager, sign the form as provided in [SMC 13.03A.0305\(B\)](#) and pay the fee for review specified in [SMC 13.03A.1401](#) to the extent documents needed by the ((superintendent)) Plant Manager have not been otherwise submitted and a review fee otherwise paid.

H. The user shall submit any other information as may be deemed necessary by the Plant Manager, in their discretion, to evaluate the Wastewater Discharge Permit Application.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ((December 20, 2007)) March 27, 2012.

Section 28: That SMC section 13.03A.0305 is amended to read as follows:

13.03A.0305 Signatory and Certification Requirement [3.5]

A. All discharge permit applications and user reports under this chapter must be signed by an authorized representative as defined in [SMC 13.03A.0103](#). The signatory must further included the following certification:

I certify under penalty of perjury of the laws of the State of Washington (or state of execution):

1. That I am authorized to sign this statement on behalf of the person or entity for which it is submitted.
 2. That this document and all attachments are reliable and were prepared based upon my personal knowledge or under my direction or supervision, after diligent inquiry in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted.
 3. Based on my knowledge or inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting inaccurate or false information, including the possibility of fine and imprisonment. ~~((NOTE: [SMC 10.08.085](#) provides that negligent or careless submission of false or inaccurate statements is a misdemeanor and gross negligence or a knowing or willful submission of false or inaccurate statements is a gross misdemeanor.)))~~
- B. Anything other than the documents noted in subsection (A) of this section must be signed by an authorized representative of the person submitting such item and include a statement that the signatory is authorized to make the submission, has made diligent inquiry to verify any information. The submittal must be made and state that it is made under penalty of perjury of the laws of the state of the signing person, together with any proof of authority or authorization to execute and any statements required in this section or ordered by the ~~((superintendent))~~ Plant Manager.
- C. The person submitting any item is under a continuous duty and obligation to update in writing, under the same formalities, in a prompt and complete manner, any information provided whenever there is a material change. (NOTE: Designations of authorized representative must be kept updated at all times.)

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 29: That SMC section 13.03A.0306 is amended to read as follows:

13.03A.0306 Discharge Permit Decisions [3.6]

- A. The ~~((superintendent))~~ Plant Manager ~~((evaluates the permit application and determines whether to grant the application within thirty days of receipt of a complete application and full responses to any questions the superintendent may have. The superintendent may extend this time an additional thirty days. After sixty days, if no action has been taken, the application is deemed denied, the sixty first day being the~~

~~date of issuance for appeal purposes.))~~ will evaluate the data furnished by the user and may require additional information. Within 30 days of receipt of a complete wastewater discharge permit application, the Plant Manager will determine whether or not to issue a wastewater discharge permit. Upon a determination to issue, the permit shall be issued within 180 days of full evaluation and acceptance of the data furnished. The Plant Manager may deny any application for a wastewater discharge permit.

- B. Except where otherwise noted, the ~~((superintendent))~~ Plant Manager acts by issuing a written decision to the applicant. In addition, the decision shall be published on the City's Industrial Pretreatment Program website, or in a newspaper of general circulation in Spokane County ~~((posted on the City's web site or published in the City's Official Gazette))~~. When a decision is issued, the date of issuance for purposes of appeal by the applicant is three days from mailing, if mailed, the date of electronic delivery, if delivered electronically (e.g. email), or date of personal delivery, whichever first occurs. As to persons other than the applicant, when a decision is issued, the date of issuance is the date of posting of the decision on the City's web site, publication of a notice of the decision in a newspaper of general circulation in Spokane County ~~((in the City's Official Gazette publication))~~, or delivery of the decision to persons requesting delivery, whichever occurs first ~~((occurs))~~.
- C. The ~~((superintendent))~~ Plant Manager may require any user, as a condition of permit issuance, renewal or otherwise, to pay any outstanding fines, penalties, service charges or other applicable outstanding fees relating to its discharge, enjoyment of municipal utility services or any enforcement order.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 30: That SMC section 13.03A.0307 is amended to read as follows:

13.03A.0307 Discharge Permit Contents [3.7]

- A. Discharge permits include such conditions determined appropriate by the ~~((superintendent))~~ Plant Manager to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, protect against damage to the POTW or otherwise deemed necessary under the City's pretreatment regulatory program. All discharge permits must further specifically include all the elements as required by 40 CFR §403.8(f)(1)(iii)(B). Not by way of limitation, these include:
1. the issuance date, effective date (if different), and expiration date. The expiration date may not exceed five years from the effective date;
 2. provision for annual inspection and any applicable arrangements therefore. Payment of the annual inspection fee is required as specified in [SMC 13.03A.1401](#);

3. a statement that the discharge permit is ~~((nontransferable))~~ non-transferable except upon written ~~((superintendent))~~ Plant Manager approval and acceptance by the transferee/owner/operator of all permit (control mechanism) conditions, together with any additional requirements of transfer approval;
4. effluent limits, including best management practices, based on applicable pretreatment standards and requirements, including any special state requirements;
5. self-monitoring, sampling, reporting, notification, submittal of technical reports, compliance schedules, and record-keeping requirements, including an identification of pollutants to be monitored, BMPs, sampling location, sampling frequency, and sample type, based upon federal, state and local requirements;
6. requirement for immediate notification to the City whenever self-monitoring or other information indicates non-compliance;
7. requirement to report bypass or upset of a pretreatment facility;
8. requirement to report immediately to the City all discharges, including slug loadings, that could cause problems to the POTW;
9. requirements for the SIU reporting non-compliance to repeat sampling and analysis and submit results to the ~~((superintendent))~~ Plant Manager within thirty days of becoming aware, or from the time the SIU should reasonably have become aware of a violation;
- 10.a statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule, which shall not exceed that required by law;
- 11.requirements to control accidental spill/slug discharge, which may be included in an accidental spill prevention/slug discharge control plan. The ~~((superintendent))~~ Plant Manager orders such a plan whenever determined necessary as provided in [SMC 13.03A.0211](#);
- 12.any grant of a monitoring waiver by the ~~((superintendent))~~ Plant Manager must be included as a condition in the user's discharge permit or other control mechanism.

B. Discharge permits may include, but need not be limited to, the following conditions:

1. limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

2. requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the POTW;
 3. requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or ~~((nonroutine))~~ non-routine discharges;
 4. development and implementation of wastewater minimization plans to reduce the amount of pollutants discharged to the POTW;
 5. the unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW, but any charges or fees remain subject to adjustment;
 6. requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices;
 7. a statement that compliance with the individual discharge permit or the general discharge permit does not relieve the permittee of responsibility for compliance with all applicable federal and state or local pretreatment standards, including those which become effective during the term of the individual discharge permit or the general discharge permit;
 8. any special terms and/or agreements the ~~((superintendent))~~ Plant Manager chooses to continue or develop between the City and user; and
 9. other BMPs or conditions as deemed appropriate by the ~~((superintendent))~~ Plant Manager to assist compliance with this chapter, and applicable federal and state requirements.
- C. The ~~((superintendent))~~ Plant Manager may require any user to submit an onsite stormwater management plan or other provisions deemed necessary to meet the purpose and intent of this chapter and include such requirements in the discharge permit. The ~~((superintendent))~~ Plant Manager may require provisions for handling, monitoring, and sampling of stormwater to be included in the plan or permit. The ~~((superintendent))~~ Plant Manager may require other information, including an analysis, report or certification by an engineer or other qualified professional to support permit or plan requirements, signed as required in [SMC 13.03A.0305\(A\)](#) and submitted with a fee required in [SMC 13.03A.1401](#).
- D. An incomplete or inaccurate permit is no defense for non-compliance with applicable pretreatment standards and requirements. The City relies upon regulated users and persons to proactively identify and disclose compliance problems and permit inaccuracies or deficiencies, as specialists in those particular industries and

occupations they may pursue. Notwithstanding, the ~~((superintendent's))~~ Plant Manager's exercise of discretion and judgment consistent with this chapter shall always be granted full deferential consideration of enforcing agency expertise, in case of dispute with any regulated user or person.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((February 28, 2008))~~ March 27, 2012.

Section 31: That SMC section 13.03A.0308 is amended to read as follows:

13.03A.0308 Permit Appeals

See ~~((SMC 13.03A.0904))~~ SMC 13.03A.0904.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 32: That SMC section 13.03A.0310 is amended to read as follows:

13.03A.0310 Permit Modification [3.10]

- A. The ~~((superintendent))~~ Plant Manager may modify a discharge permit with or without a request to do so:
1. to incorporate any new or revised federal, state, or local pretreatment standards or requirements;
 2. to address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of the discharge permit issuance in the opinion of the ~~((superintendent))~~ Plant Manager;
 3. where there is a change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge in the opinion of the ~~((superintendent))~~ Plant Manager;
 4. where there is information indicating that the discharge poses a threat to the POTW, City personnel, any beneficial sludge use, or the receiving waters in the opinion of the ~~((superintendent))~~ Plant Manager;
 5. because of violation of any terms or conditions of the individual discharge permit;
 6. because of misrepresentations or failure to fully disclose all relevant facts in the permit application or in any required reporting;

7. because of a revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR §403.13;
8. to correct typographical or other errors in the individual discharge permit; or
9. to reflect a transfer of the facility ownership or operation to a new owner or operator where requested; or
10. for any other reason deemed due and sufficient.

B. Modification Requests.

Permit modification requests must be verified, signed by an authorized representative as provided in [SMC 13.03A.0305\(B\)](#) and include a fee as specified in [SMC 13.03A.1401](#). Submitting a permit modification request does not stay the running of the time within which an administrative appeal from a permit decision must be filed with the City hearing examiner. A permit modification is not required if there is no substantial change in a discharge, no increased pollutants or other conditions upon which modifications may be based, all in the opinion of the ~~((superintendent))~~ Plant Manager. Permit modification requests must address changes in slug control plans and industrial stormwater.

C. Notice.

If the ~~((superintendent))~~ Plant Manager deems the modification significant, notice is issued in like manner as an original permit decision and may be appealed in the same manner as for a permit decision.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((February 28, 2008))~~ March 27, 2012.

Section 33: That SMC section 13.03A.0311 is amended to read as follows:

13.03A.0311 Permit Transfer [3.11]

- A. Upon written approval of the ~~((superintendent))~~ Plant Manager, discharge permits may be transferred to a new owner or operator. An applicant must give at least thirty days advance notice to the ~~((superintendent))~~ Plant Manager. Applications must be filed with the ~~((superintendent))~~ Plant Manager, upon such forms and with such information as required by the ~~((superintendent))~~ Plant Manager, signed by an authorized representative and certified as provided in [SMC 13.03A.0305\(B\)](#), and include the fee as provided in [SMC 13.03A.1401](#).
- B. Applications must include a written statement by an authorized representative of the transferee, signed under penalty of perjury of the laws of the State of Washington or the state ~~((or))~~ of residence of the signatory which:

1. states that the transferee applicant has no plans to change the facility's operations and processes;
 2. acknowledges the obligation to apply for a discharge permit modification in writing should any such change be planned prior to implementing such change;
 3. identifies the specific date on which the transfer is requested to occur; and
 4. acknowledges full responsibility for complying with the existing discharge permit;
 5. permit modification requests must address changes in slug control plans and industrial stormwater.
- C. If there are no changes in the facility, operation, or discharge and proper advance notice was given, the ~~((superintendent))~~ Plant Manager may consider the transferee as an existing user upon satisfaction of the conditions of this section. If a transfer request is not submitted as required, the permit expires and a new application must be made. The ~~((superintendent))~~ Plant Manager may impose any temporary conditions on continuing discharge of permit expiring under this provision until a new permit is obtained.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 34: That SMC section 13.03A.0312 is amended to read as follows:

13.03A.0312 Discharge Permit Revocation, Suspension [3.12]

The ~~((superintendent))~~ Plant Manager may suspend or revoke any discharge permit because of:

- A. failure to notify the ~~((superintendent))~~ Plant Manager of significant changes to the wastewater in advance. A "significant change" is one which affects compliance with applicable pretreatment standards or requirements;
- B. failure to provide prior written notification to the ~~((superintendent))~~ Plant Manager of changed conditions;
- C. misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;
- D. late filing or significant or repeated errors or falsifying ~~((self-monitoring))~~ self-monitoring reports, certification statements, or any other disclosures;
- E. tampering with monitoring equipment;

- F. refusing to allow the ~~((superintendent))~~ Plant Manager timely access to the facility premises and records;
- G. failure to meet discharge/effluent limitations;
- H. failure to pay discharge permit fees or other charges assessed under the authority of this chapter, including fines or penalties;
- I. failure to pay application, sewer, or other applicable charges;
- J. failure to meet compliance schedules;
- K. failure to complete a wastewater survey or wastewater discharge permit application;
- L. failure to ~~((apply))~~ provide advance notice ~~((for))~~ of a permit transfer or modification where needed;
- M. if the City has to invoke its emergency provision as cited in SMC 13.03A.0903
- ~~((M))~~ N. violation of any pretreatment standard or requirement, or any terms or conditions of an applicable discharge permit or this chapter; or
- ~~((N))~~ O. any other reason stated in this chapter or otherwise deemed due and sufficient.

Wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All wastewater discharge permits issued to a particular user are void upon the issuance of a new wastewater discharge permit to that user.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 35: That SMC section 13.03A.0313 is amended to read as follows:

13.03A.0313 Discharge Permit Renewal [3.13]

A user with an expiring discharge permit desiring to continue to discharge must apply for a renewal, updating all information required in the original application. Applications must be filed with the ~~((superintendent))~~ Plant Manager, upon such forms and with such information as required by the ~~((superintendent))~~ Plant Manager, signed by an authorized representative and certified as provided in SMC 13.03A.0305(B). ~~((and include the fee as provided in SMC 13.03A.1401.))~~ Permit fees will be assessed in accordance with SMC 13.03A.1401. The renewal application must be received as required no later than one hundred eighty calendar days prior to the expiration of the user's existing discharge permit. If a renewal is timely submitted in complete form, signed and with appropriate fees, the expiring permit may be deemed to continue until the permit is renewed, a new

permit issued, the permit is denied or other action is taken. A user whose existing wastewater discharge permit has expired and who failed to submit its re-application in the time period specified herein will be deemed to be discharging without a wastewater discharge permit.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of (~~December 20, 2007~~) March 27, 2012.

Section 36: That SMC section 13.03A.0314 is amended to read as follows:

13.03A.0314 Regulation of Wastewater Received from Other Jurisdictions

- A. Any user outside the City sanitary sewer service area who proposes to discharge wastewater into the City's POTW shall enter into an inter-local agreement with the contributing governmental entity (city, town, county, sewer district, or other municipal corporation recognized by state law). The agreement shall affix responsibilities in an enforceable manner to ensure that the pretreatment program is fully and equitably administered in all contributing jurisdictions. Any agreement or modification to such an agreement shall be reviewed by the City's legal counsel and shall be submitted, together with the opinion that it is legally sufficient, to the approval authority (State department of ecology) and processed as a minor program modification.
- B. Prior to entering into an agreement required above, the (~~superintendent~~) Plant Manager shall request the following information from the contributing governmental entity:
 - 1. A description of the quality and volume of wastewater discharged to the POTW by the contributing governmental entity;
 - 2. An inventory of all users located within the contributing governmental entity that are discharging to the POTW; and
 - 3. Such other information as the (~~superintendent~~) Plant Manager may deem necessary.
- C. An inter-local agreement, as provided above shall contain the following provisions:
 - 1. Requirements for contributing governmental entities to adopt a sewer use ordinance or pretreatment ordinance which establishes pretreatment standards and requirements as stringent as in this chapter. The ordinance provisions and limits must be revised to conform within a reasonable time frame (within nine months) to any future revisions of this chapter;
 - 2. Requirements for the contributing governmental entity to submit a revised user inventory on at least an annual basis, and reinforce requirements to obtain a permit prior to discharge;

3. A clear division of responsibilities for implementing each pretreatment related activity under this chapter or in the City's NPDES permit(s). The tasks include reinforcing prohibitions, locating users, issuing wastewater discharge permits, conducting inspections, sampling, evaluating compliance, initiating enforcement, and reporting compliance. Any activities which will be conducted jointly by the contributing governmental entity and the ~~((superintendent))~~ Plant Manager must also be identified;
4. Requirements for the contributing governmental entity to provide the ~~((superintendent))~~ Plant Manager access to all information that the contributing governmental entity obtains as part of its pretreatment activities;
5. The nature, quality (e.g. conventional and toxic pollutant concentrations), and volume (peak and average flow rates) the contributing municipality is allowed to discharge to the City, how and where compliance will be measured, how fees for service and surcharges will be established, and how additional loading capacity, if needed, will be negotiated;
6. Provisions ensuring that the ~~((superintendent))~~ Plant Manager may enter and inspect users located within the contributing governmental entity's jurisdictional boundaries to confirm that the pretreatment program is being properly administered and users are properly categorized; and
7. Provisions for addressing any breach of the terms of the inter-local agreement.

Section 37: That SMC section 13.03A.0401 is amended to read as follows:

13.03A.0401 Baseline Monitoring Reports [4.1]

A. Existing and New Sources.

1. Existing Source.
Within either one hundred eighty days after the effective date of a categorical pretreatment standard, or the final EPA administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing sources shall submit to the ~~((superintendent))~~ Plant Manager a report as required in this section, also called a baseline monitoring report or BMR. BMRs must be signed as provided in [SMC 13.03A.0305\(A\)](#) and accompanied by a fee as provided in [SMC 13.03A.1401](#).
2. New Source.
No more than ninety days ~~((after))~~ prior to commencement of their discharge, new sources, and sources that become CIUs subsequent to the promulgation of an applicable categorical standard, shall submit to the ~~((superintendent))~~ Plant Manager a report as required in this section. A new source shall

additionally report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged. Reports must be signed as provided in [SMC 13.03A.0305\(A\)](#). ~~((and accompanied by a fee as provided))~~ Fees will be assessed in accordance with ((in)) [SMC 13.03A.1401](#). (Cross reference: 40 CFR §403.12(b)(1)-(7))

B. Users identified in subsection (A) of this section must submit the following information:

1. Identifying information: The name and address of the facility, operator, and owners.
2. Permits: A list of any environmental control discharge permits held by or for the facility.
3. Description of operations: A brief description of the nature, average rate of production, and the North American Industry Classification of the operation(s) carried out by such user. This must include a schematic process diagram which indicates points of discharge to the POTW from the regulated or manufacturing processes.
4. Flow measurement ~~((application information))~~: Information showing the measured average daily and daily maximum flow, in gallons per day, to the POTW from each of the regulated or manufacturing process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 40 CFR 403.6(e). (See also definition in [SMC 13.03A.0103](#))
5. Measurement of Pollutants.
 - a. The categorical pretreatment standards for each regulated or manufacturing process.
 - b. The results of sampling and analysis identifying the nature and concentration (and/or mass, where required by the categorical pretreatment standard or the ~~((superintendent))~~ Plant Manager) in the discharge from each regulated or manufacturing process. Instantaneous, daily maximum, and long-term average concentrations (or mass, where required) shall be reported on forms signed as required under [SMC 13.03A.0305\(A\)](#). Fees will be assessed in accordance with [SMC](#) ((with a review fee as provided in)) [SMC 13.03A.1401](#). The sample shall be representative of daily operations and conform to the sampling and analytical procedures in Article V of this chapter.
6. Statement by qualified professional: The user must submit a statement reviewed by an authorized representative and certified by a qualified professional signed as provided in [SMC 13.03A.0305\(A\)](#). ~~((and with the fees~~

provided in)) Fees will be assessed in accordance with SMC 13.03A.1401. The statement must indicate whether the applicable pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required for the user to meet the applicable pretreatment standards and requirements, to include without limitation AKART.

7. Compliance schedule: If additional pretreatment/O&M are required to meet the applicable pretreatment standards, the user must include the shortest schedule by which it will provide such additional pretreatment and/or O&M remediation. The compliance schedule must meet the requirements in [SMC 13.03A.0404](#). It must be signed as provided in [SMC 13.03A.0305\(A\)](#). Fees will be assessed in accordance with ~~((and be submitted with the fee provided in))~~ [SMC 13.03A.1401](#).

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 38: That SMC section 13.03A.0402 is amended to read as follows:

13.03A.0402 Compliance Report Deadlines – Initial Reports [4.2]

A. Deadlines.

1. Within the earliest applicable date of ninety days following:
 - a. The date for final compliance of an existing significant industrial user with applicable pretreatment standards and requirements,
 - b. The date for final compliance in federal categorical standards, or
 - c. The date for final compliance set in a discharge permit; or
 2. In the case of a new source or a new user determined by the ~~((superintendent))~~ Plant Manager to fit the definition of a significant industrial user, within ninety days following the commencement of discharge.
 3. The affected user must submit to the ~~((superintendent))~~ Plant Manager a report as outlined in [SMC 13.03A.0304\(D\) through \(F\)](#) inclusive, and certified as provided in [SMC 13.03A.0305\(A\)](#), Fees will be assessed in accordance with [SMC 13.03A.1401](#) ~~((with fee paid as provided in))~~ ~~((if not already paid))~~.
- B. For users subject to equivalent mass or concentration limits established by the City in accord with 40 CFR 403.6(c), the report in subsection (A) of this section shall contain a reasonable measure of the user's long term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable

pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period, and signed as provided in [SMC 13.03A.0305\(A\)](#). Fees will be assessed in accordance with ~~((with review fee provided in))~~ [SMC 13.03A.1401](#).

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 39: That SMC section 13.03A.0403 is amended to read as follows:

13.03A.0403 Periodic Compliance Reports [4.3]

- A. Any user that is required to have a discharge permit and performs self-monitoring must comply with 40 CFR §403.12 and submit to the ~~((superintendent))~~ Plant Manager by June fifteenth and December fifteenth of each year, unless required on other dates or more frequently ~~((or more often))~~ if ordered by the ~~((superintendent))~~ Plant Manager, a report on the nature of its effluent (discharge) over the previous reporting period. The frequency of monitoring is stated in the discharge permit, but no less than two samples per year at least five months apart.
- B. The report must include a record of the nature and concentration (and mass if specified in the discharge permit) of pollutants listed in the discharge permit and a record of all flow measurements (average and maximum) taken at the designated sampling locations as well as any other information required in this chapter or the permit for the reporting period. Production data must be reported if required by the permit. Both daily maximum (maximum daily) and average concentration (or mass, where required) must be reported. If a user sampled and analyzed more frequently than required using methodologies in 40 CFR Part 136 during the reporting period, those results must also be submitted.
- C. If a user subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the ~~((superintendent))~~ Plant Manager, using the procedures prescribed in Article V of this ~~((ordinance))~~ chapter, the results of the monitoring shall be included in the report. (See 40 CFR §403.12(g)(6)).
- D. In cases where the pretreatment standard requires compliance with a BMP or pollution prevention alternative, the user must submit documentation required by the ~~((superintendent))~~ Plant Manager or the pretreatment standard necessary to determine the compliance status of the user.
- E. Any user subject to equivalent mass or concentration limits established by the ~~((superintendent))~~ Plant Manager or by unit production limits in an applicable categorical pretreatment standard must report production data as stated in [SMC 13.03A.0402\(B\)](#).

- F. If the ~~((superintendent))~~ Plant Manager calculated limits to factor out dilution flows or non-regulated flows, the user is responsible to provide flows from regulated process flows, dilution flows and non-regulated process flows.
- G. Flows must be reported on the basis of actual measurement, provided however, that the ~~((superintendent))~~ Plant Manager may accept reports of average and maximum flows estimated by verifiable techniques if the ~~((superintendent))~~ Plant Manager determines that actual measurement is not feasible.
- H. All wastewater samples must be representative of the user's ~~((discharge))~~ daily operations and shall be taken in accordance with the requirements specified in Article 5 of this chapter. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.
- I. The ~~((superintendent))~~ Plant Manager may require reporting by users that are not required to have a discharge permit if information or data is needed to establish a sewer rate, determine the treatability of the user's effluent (discharge), or any other factor related to the operations or maintenance of the POTW.
- J. The ~~((superintendent))~~ Plant Manager may require self-monitoring by the user, or if requested by the user, may but need not agree to perform compliance monitoring needed to prepare compliance reports required under this section. If the ~~((superintendent))~~ Plant Manager performs such service, the user must pay all charges as specified by the ~~((superintendent))~~ Plant Manager as an additional cost of utility service. The City is under no obligation to perform periodic compliance monitoring for a user.
- K. All submittals under this section must be signed as provided in [SMC 13.03A.0305\(A\).](#) Fees will be assessed in accordance with ~~((and accompanied by a review fee as provided in))~~ [SMC 13.03A.1401.](#)

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((February 28, 2008))~~ March 27, 2012.

Section 40: That SMC section 13.03A.0404 is amended to read as follows:

13.03A.0404 Compliance Schedules to Meet Applicable Pretreatment Requirements [4.4]

- A. Whenever a compliance schedule is set up under this chapter, it must include increments of progress or milestones with dates for accomplishment of each milestone. The milestones are major events leading to construction and operation of pretreatment required for the user to meet applicable pretreatment standards (e.g.

hiring an engineer, completing preliminary plans, final plans, signing contracts, commencing construction, completing construction, by way of examples).

- B. No milestone time increment in subsection (A) of this section (~~((may))~~) shall exceed nine months.
- C. Not later than fourteen days following each milestone date, and the final date for compliance, the user must submit a progress report to the (~~((superintendent))~~) Plant Manager specifying whether it has complied with the schedule and if not, when it expects to comply, reasons for delay and steps taken to avoid further delays. Not more than nine months (~~((may))~~) shall elapse between milestone reports. All submittals under this section must be signed as provided in [SMC 13.03A.0305\(A\)](#) Fees will be assessed in accordance with (~~((and accompanied by a review fee as provided in))~~) [SMC 13.03A.1401](#).

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of (~~((December 20, 2007))~~) March 27, 2012.

Section 41: That SMC section 13.03A.0405 is amended to read as follows:

13.03A.0405 Notification of Significant Production Changes [4.5]

- A. Any user operating under a discharge permit incorporating equivalent mass or concentration limits shall notify the (~~((superintendent))~~) Plant Manager in writing within two business days after the user knows or has a reasonable basis to know that production levels will significantly change in the ensuing calendar month and request approval. A user failing to give such notice and obtain approval in writing is required to comply with existing limits in the permit. A significant production level change is one as has been specified by the (~~((superintendent))~~) Plant Manager as significant, or in absence of this, a change of twenty percent or greater. All submittals under this section must be signed as provided in [SMC 13.03A.0305\(A\)](#) and accompanied by a review fee as provided in [SMC 13.03A.1401](#).
- B. Additionally, the user must submit a permit modification application as provided in [SMC 13.03A.0310](#), which must include an engineering report detailing the features of the change, including pertinent data and analysis.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of (~~((December 20, 2007))~~) March 27, 2012.

Section 42: That SMC section 13.03A.0407 is amended to read as follows:

13.03A.0407 Notice of Potential Problems, Accidental Spills, Slug Loads [4.7]

- A. In the case of an accidental spill or slug (~~((discharge))~~) load, the user shall immediately telephone and notify the (~~((superintendent))~~) Plant Manager of the incident. This

notification shall include the location of the discharge, date and time thereof, type of waste, concentration and volume, and corrective actions taken by the user. The user must pay any costs incurred by the City to remediate the spill or discharge, including out of pocket and in-house time and expense costs, fish kills, environmental remediation, other damages to person or property, as well as any applicable fines and penalties from any regulatory agency. Service charges or costs incurred by the City shall be ~~((added to the service bill))~~ invoiced to the customer from which the accidental spill or slug ~~((discharge))~~ load originated. This shall not limit any right of recovery of such damages, expenses, fines and penalties against any other responsible party.

- B. Within five days following an accidental spill or slug ~~((discharge))~~ load, the user shall, unless waived by the ~~((superintendent))~~ Plant Manager, submit a detailed written report describing the cause(s) of the accidental spill or slug ~~((discharge))~~ load and the measures to be taken by the user to prevent similar future occurrences. All submittals under this section must be signed as provided in [SMC 13.03A.0305\(A\)](#) and accompanied by a review fee as provided in [SMC 13.03A.1401](#).
- C. A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees who to call in the event of an accidental spill or slug ~~((discharge))~~ load. Employers shall ensure that all employees who could cause or might be aware of an accidental spill or slug ~~((discharge))~~ load occurring are advised of the emergency notification procedure. (Cross reference: [SMC 13.03A.0211](#)).
- D. Significant ~~((industrial))~~ Industrial ~~((users))~~ Users are required to notify the ~~((superintendent))~~ Plant Manager immediately of any changes at its facility affecting the potential for a slug ~~((discharge))~~ load.
- E. Failure to pay any fees, costs or assessments associated with potential problems, accidental spills and/or slug loads may result in revocation of permit or termination of service.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((February 28, 2008))~~ March 27, 2012.

Section 43: That SMC section 13.03A.0408 is amended to read as follows:

13.03A.0408 Non-compliance Reporting [4.8 modified]

If sampling performed by a user indicates a violation, the user must notify the ~~((superintendent))~~ Plant Manager within twenty-four hours of becoming aware of the violation. Within five (5) days following such discharge, the User shall submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant to this chapter. The user shall also repeat the sampling and analysis

and submit the results of a repeat analysis to the ~~((superintendent))~~ Plant Manager within thirty days after becoming aware of the violation. Where the City has performed the sampling and analysis in lieu of the Industrial User, the City must perform the repeat sampling and analysis unless it notifies the User of the violation and requires the User to perform the repeat analysis. Resampling ~~((by the industrial user))~~ is not required if:

- A. the City performs sampling at the user's facility at least once a month, or
- B. if the City performs sampling at the user between the time when the initial sampling was conducted and the time when the user or the City ~~((received))~~ receives the results of this sampling. ~~((, or if the City has performed the sampling and analysis in lieu of the industrial user.))~~ (See 40 CFR §403.12(g)(2)).

Any costs associated with sampling or resampling shall be borne by the User.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of March 27, 2012.

Section 44: That SMC section 13.03A.0409 is amended to read as follows:

13.03A.0409 Notice of Changed Discharge [4.9]

- A. Users must notify the ~~((superintendent))~~ Plant Manager in writing at least ninety days (preliminary notice), followed by a confirming notice at least thirty days before any substantial change in volume or character of pollutants in their discharge, and any significant manufacturing process changes or pretreatment modifications which could be reasonably expected to result in such a pollutant change. As used herein, a substantial or significant change is a change of twenty percent or more in production levels or levels of any pollutant or other parameter specified by the ~~((superintendent))~~ Plant Manager. Where advance notice is not possible or has not been given, notice shall be given as required in [SMC 13.03A.0407](#), but that does not excuse compliance with this section. All submittals under this section must be signed as provided in [SMC 13.03A.0305\(A\)](#). Fees will be assessed in accordance with ~~((and accompanied by a review fee as provided in))~~ [SMC 13.03A.1401](#).
- B. Additionally, the user must submit a permit modification application as provided in [SMC 13.03A.0310](#), which must include an engineering report detailing the features of the change, including pertinent data and analysis.

Section 45: That SMC section 13.03A.0410 is amended to read as follows:

13.03A.0410 Notice from Users Without Permits [4.10]

The ~~((superintendent))~~ Plant Manager may order users not subject to permits to submit any reports, information or sampling as deemed necessary, or require said users to permit City inspection of any records or inspection and sampling of their premises and facilities

at their expense. This is a condition of continued utility service, in addition to any other applicable remedies. All submittals under this section must be signed as provided in [SMC 13.03A.0305\(A\)](#) and accompanied by a review fee as provided in [SMC 13.03A.1401](#).

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ((December 20, 2007)) March 27, 2012.

Section 46: That SMC section 13.03A.0411 is amended to read as follows:

13.03A.0411 Record Keeping [4.11]

All users must maintain records of any information relating to any reporting or disclosure requirements under this chapter and the same shall be readily available for inspection and copying by the ((superintendent)) Plant Manager ((in Spokane County)) upon request. Such records shall further include any monitoring results, whether or not required under this chapter. Sampling records must include the date, exact place, method, and time of sampling, name of the person taking the sample, dates analyses were performed, who performed them, analytical techniques or methods used, and the results, including documentation under best management practices. All such records must be maintained for at least three years, unless a longer time is ordered by the ((superintendent)) Plant Manager. If any enforcement action or litigation arises in relation to this chapter, the retention period is automatically extended to an additional one year after final disposition by the last court of resort.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ((December 20, 2007)) March 27, 2012.

Section 47: That there is adopted a new section 13.03.0412 to Chapter 13.03A of the Spokane Municipal Code to read as follows:

13.03A.0412 Electronic Reporting

The City of Spokane Industrial Pretreatment Program accepts electronic documents and signatures using a system compliant with 40 CFR Part 3 (Cross-Media Electronic Reporting). Users that are required to send electronic documents and signatures to the City to satisfy the requirements of this Chapter must submit a signed Subscriber Agreement to the City for approval, and register online for the reporting service that the City has available.

Article V. Sampling and Analytical Requirements

Section 48: That SMC section 13.03A.0501 is amended to read as follows:

13.03A.0501 Sampling Requirements for Users [5.1]

A. Samples.

1. Grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds. For all other pollutants, twenty-four hour composite samples must be obtained through ~~((flow-proportional))~~ time-proportional composite sampling techniques, unless ~~((time-proportional))~~ flow-proportional composite sampling or grab sampling is ~~((authorized))~~ required by the ~~((superintendent))~~ Plant Manager. The samples must be representative of the discharge and the decision to allow the alternative sampling must be documented in the industrial user file for the facility or facilities.
 2. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and applicable EPA guidance, multiple grab samples collected during a twenty-four hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field. For volatile organics and oil and grease, the samples may be composited in the laboratory.
 3. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the ~~((superintendent))~~ Plant Manager, as appropriate. In addition, grab samples may be required to show compliance with instantaneous limits. Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
- B. For sampling required in support of baseline monitoring and ninety day compliance reports, a minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities or processes for which historical sampling data do not exist. For facilities for which historical sampling data are available, the ~~((superintendent))~~ Plant Manager may authorize a lower minimum. For the reports required by 40 CFR 403.12(e) and (h), the industrial user is required to collect the number of grab samples necessary to assess and assure compliance with applicable pretreatment standards and requirements. (Cross reference: Ninety-day report, see [SMC 13.03A.0402](#) and 40 CFR 403.12(b) and (d))
- C. Samples shall be taken immediately downstream from pretreatment facilities if such exist, or immediately downstream from the regulated or manufacturing process if no pretreatment facilities exist. The location shall be specified in the discharge permit. For categorical users, when wastewater subject to a categorical pretreatment standard is mixed with other wastewater, the user shall measure the flows and concentrations necessary to allow use of a combined wastestream formula (CWF) in accordance with 40 CFR 403.6(e) to evaluate compliance with applicable categorical standards. For other SIUs, wastewater for which the City has adjusted its local limits to factor out dilution flows, the user shall measure the flows and concentrations necessary to evaluate compliance with the adjusted pretreatment standards.

D. All sample results shall indicate the time, date and place of sampling, and methods of analysis and shall certify that the wastestream sampled is representative of normal work cycles and expected pollutant discharges from the user. If a user sampled and analyzed more frequently than what was required in its wastewater discharge permit, using methodologies in 40 CFR Part 136, it must submit all results of sampling and analysis of the discharge as part of its self-monitoring report.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of (~~December 20, 2007~~) March 27, 2012.

Section 49: That SMC section 13.03A.0502 is amended to read as follows:

13.03A.0502 Analytical Requirements [5.2]

All pollutant analyses, including sampling techniques, must be performed by a laboratory accredited by the Washington State Department of Ecology in accordance with the techniques prescribed in 40 CFR Part 136 unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the Pollutant in question, sampling and analyses must be performed in accord with procedures approved by the EPA.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of March 27, 2012.

Section 50: That SMC section 13.03A.0503 is amended to read as follows:

13.03A.0503 City Monitoring of User Wastewater [5.3]

The City uses the procedures in [SMC 13.03A.0501](#) and [SMC 13.03A.0502](#) to monitor user wastewater.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of (~~December 20, 2007~~) March 27, 2012.

Article VI. Compliance Monitoring

Section 51: That SMC section 13.03A.0601 is amended to read as follows:

13.03A.0601 Inspection and Sampling [6.1]

~~((A.))~~ As a condition of continued utility service and requirement of this chapter, the ~~((superintendent))~~ Plant Manager has a right of entry on any premises to determine whether a user is complying with all requirements of this chapter and any discharge permit or order issued hereunder. All users must fully cooperate to allow the ~~((superintendent))~~ Plant Manager ready access to all parts of any premises with their ownership or control for the purposes of inspection, sampling, records examination and

copying, or other needs the ~~((superintendent))~~ Plant Manager may require. Users must make necessary arrangements on request of the ~~((superintendent))~~ Plant Manager or other City representatives for prompt access.

- A. Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Plant Manager will be permitted to enter without delay for the purposes of performing specific responsibilities.
- B. The ~~((superintendent))~~ Plant Manager may set up or install such devices he may deem necessary to conduct sampling and/or metering of the user's operations at any location needed, or may require the user to install and maintain monitoring equipment as he deems necessary. The user must protect such equipment and promptly report any problems or comply with any other ~~((superintendent))~~ Plant Manager instructions relating to said equipment. All devices used to measure wastewater flow and quality shall be calibrated on such schedule as ordered by the ~~((superintendent))~~ Plant Manager to ensure accuracy. Any expenses related to cost or use of equipment and testing or access thereto must be paid by the user within thirty days of billing by the ~~((superintendent))~~ Plant Manager.
- C. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the Plant Manager and shall not be replaced. The costs of clearing such access shall be borne by the user.
- D. Unreasonable delays in allowing the Plant Manager access to the user's premises shall be a violation of this chapter.
- ~~((G))~~ E. All costs incurred by the City shall be billed in accord with applicable rates or on a time and materials basis, as ordered by the ~~((superintendent))~~ Plant Manager and paid by the party billed or otherwise responsible. ~~((Charges remaining unpaid shall be added to the user's utility bill after thirty days.))~~

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 52: That SMC section 13.03A.0602 is amended to read as follows:

13.03A.0602 Monitoring Facilities [6.2]

- A. Each user must provide and operate at its own expense and liability a good and sufficient monitoring facility to allow inspections, sampling, and flow measurement of all discharges to the POTW or for other needs identified by the ~~((superintendent))~~ Plant Manager. The monitoring facility must be located on the user's premises unless otherwise authorized by the ~~((superintendent))~~ Plant Manager. No facilities may be

located in the public right-of-way without permission of the ~~((superintendent))~~ Plant Manager and the City's director of public works. All such facilities must further comply with all City right-of-way obstruction and use permitting requirements and such authorization is subject to revocation at any time. In addition, as a condition of location in the right-of-way, a user must participate in the one-call underground locator requirements consistent with applicable provisions of chapter 19.122 RCW and must fully indemnify and hold harmless the City from all loss or liability connected with right-of-way use. A user must move its facilities at its expense and liability whenever requested by the City director of public works and utilities because of other municipal needs.

- B. A User must always maintain adequate space for sampling access. The monitoring facility and any sampling or measuring equipment must be well maintained by the user at all times. All devices used to measure wastewater flows and quality must be properly calibrated to ensure accuracy, with records of such calibration maintained by the user.
- C. The ~~((superintendent))~~ Plant Manager may require the user to install additional monitoring facilities and equipment as deemed necessary. All monitoring facilities shall be constructed and maintained in accordance with all applicable local construction standards and specifications. In default of user action, the City may proceed to accomplish any requirements and the cost thereof will be added to the user's utility bill if unpaid.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 53: That SMC section 13.03A.0603 is amended to read as follows:

13.03A.0603 Search Warrants [6.3]

If the ~~((superintendent))~~ Plant Manager has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this chapter or any other laws relative to the ~~((superintendent))~~ Plant Manager's authority, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the City designed to verify compliance with this chapter or any discharge permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, the ~~((superintendent))~~ Plant Manager may seek issuance of a search and/or seizure warrant from any court of competent jurisdiction. Such warrant shall be served at reasonable hours by the Plant Manager and/or a uniformed police officer of the City.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 54: That SMC section 13.03A.0604 is amended to read as follows:

13.03A.0604 Vandalism, Tampering, Disturbing Equipment or Property [6.4]

It is a violation of this chapter for anyone to vandalize, damage, disturb, tamper with, or injure any facility, equipment or property used in connection with fulfilling the requirements of this chapter or any part or appurtenance of the POTW.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of (~~December 20, 2007~~) March 27, 2012.

Article VII. Confidential Information

Section 55: That SMC section 13.03A.0701 is amended to read as follows:

13.03A.0701 Confidential Information (~~[7.1]~~)

Generally, information submitted to demonstrate compliance with pretreatment standards and requirements will be freely available to the public (See 40 CFR §2.302). Users may request confidentiality however in accord with this section.

- A. When users submit information to the (~~superintendent~~) Plant Manager or provide information to inspectors, users may request that specific information be maintained as confidential. Users must identify the specific information in writing at the time of submittal and describe why it is entitled to confidentiality under 40 CFR §403.14 as information submitted to a POTW or any other applicable law. (Cross reference: 40 CFR Part 2, including 40 CFR §2.302.)
- B. Blanket requests for confidentiality will not be honored. Specific information requested to be held confidential shall be separately submitted, which each page prominently marked "Confidentiality requested by [name, address and telephone of requesting party]."
- C. The (~~superintendent~~) Plant Manager shall review and approve or deny such requests. When approved, the information shall be separately held in a confidential file by the (~~superintendent~~) Plant Manager. If a public records request is made, the (~~superintendent~~) Plant Manager shall seek to notify the party requesting confidentiality prior to release of the time by which the party must commence legal action to protect confidentiality. If legal action is not immediately commenced by a person seeking to protect confidentiality, the records will be released unless otherwise protected by applicable law.
- D. Notwithstanding any other provision and under no circumstances is the (~~superintendent~~) Plant Manager obliged to honor any request for confidentiality if doing so would expose the City to any risk of loss or liability for damages for penalties and attorneys' fees under the Washington State Public Records Act or any other

applicable laws. It is not the City's function to expose itself to mandatory penalties and attorney's fees under Washington State Public Records Act, RCW 42.56.550. This exposure does not apply to non-governmental persons seeking to protect confidentiality, so it is the affirmative burden of such persons to establish entitlement to confidentiality, not the City's.

- E. Except as provided, all other information submitted to the ~~((superintendent))~~ Plant Manager and obtained from the ~~((superintendent))~~ Plant Manager's oversight shall be available to the public subject to the City records review policy. Federal rules prevent wastewater constituents and characteristics and other effluent data, as defined by 40 CFR 2.302 from being recognized as confidential information.
- F. Information held as confidential may not be withheld from governmental agencies for uses related to the NPDES program or pretreatment program, or in enforcement proceedings involving the person furnishing the report.

~~((NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of December 20, 2007.))~~

Article VIII. Publication of Users in Significant ~~((Noncompliance))~~ Non-compliance

Section 56: That SMC section 13.03A.0801 is amended to read as follows:

13.03A.0801 Annual Publication of Violators ~~((§ 13.03A.0801))~~

A. Publishing.

The ~~((superintendent))~~ Plant Manager publishes within sixty days of the new year a list of the users which, at any time during the previous calendar year, were in significant ~~((noncompliance))~~ non-compliance with applicable pretreatment standards and requirements. The list is published in a newspaper of general circulation in Spokane County. Costs of publication will be billed to the users listed as an additional cost of utility service.

B. The term "significant ~~((noncompliance))~~ non-compliance" means:

1. Any violation of a pretreatment standard or requirement, including numerical limits, narrative standards, and prohibitions that the ~~((superintendent))~~ Plant Manager determines has caused, alone or in combination with other causes, interference or pass through, or otherwise endangered the health of POTW personnel or the general public.
2. Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the ~~((superintendent))~~ Plant Manager's exercise of emergency authority to halt or prevent such a discharge.

3. Any violation(s), including of BMPs, which the ~~((superintendent))~~ Plant Manager determines will adversely affect the operation or implementation of the local pretreatment program.
4. Chronic violations of wastewater discharge limits, defined here as those in which sixty six percent or more of all of the measurements taken for the same pollutant parameter taken during a rolling six-month period exceed, by any magnitude, a numeric pretreatment standard or requirement, including instantaneous limits.
5. Technical review criteria (TRC) violations, defined here as those in which thirty three percent or more of wastewater measurements taken for each pollutant parameter during a rolling six-month period equal or exceed the product of the numeric pretreatment standard or requirement, (including instantaneous limits, as referenced in Article II, multiplied by the applicable criteria. Applicable criteria are 1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH. ["1.4" and "1.2" as used herein mean one hundred forty percent or one hundred twenty percent respectively of applicable permit limits.]
6. Failure to meet, within ninety days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance.
7. Failure to provide any required report within ~~((forty-five))~~ thirty calendar days after the due date. This includes initial and periodic monitoring reports and reports on initial compliance and on meeting compliance schedules.
8. Failure to accurately report ~~((noncompliance))~~ non-compliance.

C. Applicability.

The criteria in subsections (B)(1) through (3) of this section are applicable to all users, whereas the criteria in subsections (B)(4) through (8) of this section are only applicable to SIUs.

~~((NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model))~~

Article IX. Administrative Enforcement Remedies

Section 57: That SMC section 13.03A.0901 is amended to read as follows:

13.03A.0901 Administrative Enforcement Process [9.1]

Not by way of limitation of other enforcement remedies:

A. Enforcement Function; Administrative Standards.

The ((superintendent)) Plant Manager enforces this chapter. The administrative standards for the exercise of administrative authority are stated in [SMC 13.03A.0102\(B\)](#).

B. Notice of Violation.

When the ((superintendent)) Plant Manager finds a violation or violations of any provisions of this chapter, a discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the ((superintendent)) Plant Manager may send a notice of violation to a user identified as responsible by first class mail and certified letter, return receipt requested. Within thirty days of the receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention, to include specific required actions, shall be submitted by the user to the ((superintendent)) Plant Manager. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section shall limit the authority of the City to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation. Alternatively, the matter may be referred to the City prosecutor for further enforcement action.

C. Response.

Where there is a response to a notice and undertaking to correct a violation, if a respondent thereafter fails to abide by correction arrangements, the failure is considered an invalid response to the notice of violation.

D. Remediation.

After thirty days, or such other time as specified by the ((superintendent)) Plant Manager, the City may proceed to remedy the violation at the user's sole expense and liability. Costs of remediation are billed to the user. After sixty days past due, the matter is referred for legal collection action. All sums billed accrue interest at twelve percent per annum on any unpaid balance. Remediation costs include all City out of pocket costs paid to third parties for labor or materials as well as any staff time or materials contributed by the City, and administrative penalties, if applicable. The ((superintendent)) Plant Manager shall maintain a file documenting these costs and ((periodically)) quarterly issue billings to a respondent therefore. Nothing in this section limits the authority of the ((superintendent)) Plant Manager to take any other action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ((February 28, 2008)) March 27, 2012.

Section 58: That SMC section 13.03A.0902 is amended to read as follows:

13.03A.0902 Other Administrative Options [9.2, 9.3, 9.4, 9.5]

Not by way of limitation of other enforcement remedies:

A. Consent Order.

The ~~((superintendent))~~ Plant Manager may enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any user responsible for ~~((noncompliance))~~ non-compliance or as deemed appropriate. Such documents shall include specific action to be taken by the user to correct the problem or ~~((noncompliance))~~ non-compliance within a time period specified by the document. Such documents shall have the same force and effect as other administrative orders of this chapter and shall be judicially enforceable. Use of a consent order shall not be a bar against, or prerequisite for, taking any other action against the user.

B. Show Cause Hearing.

The ~~((superintendent))~~ Plant Manager may order a user which has violated, or continues to violate, any provision of this chapter, a discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, to appear before the ~~((superintendent))~~ Plant Manager and show cause why the proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served or delivered personally or by registered or certified mail (return receipt requested) at least ten calendar days prior to the hearing. Such notice may be served on any authorized representative of the user. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the user.

C. Compliance Order.

When the ~~((superintendent))~~ Plant Manager finds that a user has violated, or continues to violate, any provision of this chapter, a permit or order issued hereunder, or any other pretreatment standard or requirement, the ~~((superintendent))~~ Plant Manager may issue an order to the user responsible for the discharge directing that the user come into compliance within a specified time. If the user does not come into compliance within the time specified in the order, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the ~~((noncompliance))~~ non-compliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a pretreatment standard or requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.

D. Cease and Desist Order.

When the ~~((superintendent))~~ Plant Manager finds that a user has violated, or continues to violate, any provision of this chapter, a discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, or that the user's past violations

are likely to recur, the ~~((superintendent))~~ Plant Manager may issue an order to the user directing it to cease and desist all such violations and directing the user to:

1. immediately comply with all requirements; and
2. take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the user.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((February 28, 2008))~~ March 27, 2012.

Section 59: That SMC section 13.03A.0903 is amended to read as follows:

13.03A.0903 Suspension, Termination of Service Orders [9.7, 9.8]

Not by way of limitation of other enforcement remedies:

A. Emergency Suspensions.

1. The ~~((superintendent))~~ Plant Manager may immediately suspend a user's discharge, after informal notice to the user, whenever the suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The ~~((superintendent))~~ Plant Manager may also immediately suspend a user's discharge, after notice and an opportunity to respond, that threatens to interfere with the operation of the POTW or which presents or may present an endangerment to the environment. Nothing in this section shall be interpreted as requiring a hearing prior to an emergency suspension under this section.
 - a. Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, the ~~((superintendent))~~ Plant Manager shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The ~~((superintendent))~~ Plant Manager shall allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the City that the period of endangerment has passed, unless the termination proceedings as outlined in this chapter are initiated against the user.

- b. A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the ~~((superintendent))~~ Plant Manager prior to the date of any show cause or termination hearing under this chapter.

B. Termination of Discharge (Non-Emergency).

In addition to [SMC 13.03A.0312](#), any user who violates a following condition is subject to discharge termination:

1. violation of discharge permit conditions, or other requirements of this chapter;
2. failure to apply for a discharge permit as required
3. failure to accurately report the wastewater constituents and characteristics of its discharge;
4. failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;
5. refusal of reasonable access to the user's premises for the purpose of inspection, monitoring, or sampling;
6. violation of the pretreatment standards in Article II of this chapter; or
7. failure to comply with any administrative order.

The user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under [SMC 13.03A.0902](#) why the proposed action should not be taken. Exercise of this option by the City shall not be a bar to, or a prerequisite for, taking any other action against the user.

C. User Remains Fully Liable.

Users are fully responsible for any loss or liability to the City because of the quality or quantity of a discharge or for any other reason relating to requirements of this chapter and must pay all costs to the City as a condition of continued City utility service. Such costs include out of pocket expenses, as well as in house staff time and materials costs, as well as professional services costs either in house or out of pocket.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((February 28, 2008))~~ March 27, 2012.

Section 60: That SMC section 13.03A.0904 is amended to read as follows:

13.03A.0904 Administrative Appeals ~~(([9.4]))~~

- A. Except where the ((superintendent)) Plant Manager elects to initiate action to seek immediate judicial relief, any ((superintendent)) Plant Manager decision, including without limitation permit decisions, assessment of costs, fine or fees, or other administrative decisions may be administratively appealed by an interested party with standing by filing a written appeal in proper form with the City hearing examiner within ten calendar days of the date of determination or in the case of permits, the date of issuance as provided in [SMC 13.03A.0306](#). Copies of the appeal must also be provided within such time to the city attorney and the ((superintendent)) Plant Manager. If the appealing party is not the permittee, a copy of the appeal must also be provided to the permittee in the same time frame. The date of determination is the date reflected therein or, if mailed, three days from the date of mailing, whichever is later. "Filing" requires actual receipt. As a further condition of appeal, the appealing party must tender, pending the outcome of the appeal, the full amount of any costs, billings, charges, penalties or fees assessed and a fee as specified in [SMC 13.03A.1401](#).
- B. To be accepted, in proper form, as timely, appeals must show:
1. the appealing party's name, telephone number, and business address;
 2. proof of service of the appeal on the city attorney and ((superintendent)) Plant Manager;
 3. a copy of the decision being appealed;
 4. a receipt or other proof from the City showing payment of any amounts as required, subject to reimbursement if the payments are involved in the appeal and the appeal is upheld;
 5. the basis of the appeal and reasons why it should be granted, together with supporting information as well as the names and contact information of persons with knowledge supporting the appeal;
 6. the best way to contact the appealing party, which must include telephone and mail address, and email if available;
 7. the appeal must be signed, verified under oath and dated by an authorized representative of the appealing party per [SMC 13.03A.0305\(B\)](#).
- C. The hearing examiner may require any party to the appeal to testify under oath and upon personal knowledge and to produce documents or records deemed relevant or necessary. The examiner shall conduct the hearing within thirty days of the appeal being filed and decide the issue within thirty days of the hearing.
- D. At the hearing, the burden of proof is on the initially appealing party, based upon substantial evidence. The examiner may affirm, reverse or modify a ((superintendent))

Plant Manager's decision if the examiner determines it violates this chapter or is arbitrary and capricious. The decision of the hearing examiner is final, subject to review by either party under the provisions of RCW 7.16.040, so long as the examiner decision appealing party files and serves upon all necessary parties its petition for granting a writ of review within twenty days of the date of issuance of the examiner's decision. The appealing party is responsible to order the record from the hearing examiner and make payment arrangements. The appeal is limited to the record. The hearing examiner preserves a record of the hearing in such form and manner as the examiner deems proper for at least two years.

- E. Filing of an appeal does not stay the effectiveness of the ~~((superintendent))~~ Plant Manager's decision unless agreed by the ~~((superintendent))~~ Plant Manager, and subject to such additional conditions as the ~~((superintendent))~~ Plant Manager may require.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 61: That SMC section 13.03A.0906 is amended to read as follows:

13.03A.0906 Administrative Fines [9.6]

- A. When the ~~((superintendent))~~ Plant Manager finds that a user has violated or continues to violate any provision of this ~~((ordinance))~~ chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the ~~((superintendent))~~ Plant Manager may fine the user in an amount not to exceed ten thousand dollars ~~((The fines shall be))~~ assessed on a per violation, per day basis. In the case of monthly or other long term average discharge limits, fines shall be assessed for each day during the period of violation.
- B. Unpaid charges, fines, and penalties shall after thirty calendar days, be assessed an additional penalty of one percent of the unpaid balance per month. A lien against the user's property will be sought for unpaid charges, fines, and penalties.
- C. Users desiring to dispute such fines must file a written request for reconsideration of the fine along with the full payment of the fine amount within fifteen days of being notified of the fine. Where a request has merit, the ~~((superintendent))~~ Plant Manager shall convene a hearing on the matter within thirty days of receiving the request from the user. In the event the user's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the user. The City may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine.
- D. Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the user.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((February 28, 2008))~~ March 27, 2012.

Article X. Judicial Remedies

Section 62: That SMC section 13.03A.1001 is amended to read as follows:

13.03A.1001 Civil Penalties [10.2]

- A. A user which has violated or continues to violate any provision of this chapter, a discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall be liable to the City for a maximum civil penalty of ten thousand dollars, but not less than one thousand dollars per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.
- B. The ~~((superintendent))~~ Plant Manager may recover reasonable attorneys' fees, courts costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City, as well as environmental remediation deemed necessary.
- C. In determining the amount of civil liability, the court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.
- D. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a user.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((February 28, 2008))~~ March 27, 2012.

Section 63: That SMC section 13.03A.1002 is amended to read as follows:

13.03A.1002 Injunctive Relief [10.1]

When the ~~((superintendent))~~ Plant Manager finds that a user has violated, or continues to violate, any provision of this chapter, a discharge permit, order issued hereunder, or any other pretreatment standard or requirement, the ~~((superintendent))~~ Plant Manager may petition any court of competent jurisdiction to seek a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of a discharge permit, order, or other requirement imposed by this chapter on activities of the user. The ~~((superintendent))~~ Plant Manager may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation under applicable local, state, or federal laws. A petition for injunctive relief shall not be a bar against, or prerequisite for, taking any other action against a user.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ((February 28, 2008)) March 27, 2012.

Section 64: That SMC section 13.03A.1003 is amended to read as follows:

13.03A.1003 Criminal Prosecution [10.3]

- A. A user which has willfully or negligently violated any provision of this chapter, a discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a gross misdemeanor, punishable by a fine of not more than ten thousand dollars per violation per day and the costs for prosecution, and ((per violation per day,)) or imprisonment for not more than three hundred sixty-four days, or by both.
- B. A user which has willfully or negligently introduced any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a gross misdemeanor and be subject to a penalty of up to ten thousand dollars per violation per day and the costs of prosecution, ((per violation, per day)) and/or be subject to imprisonment for up to three hundred sixty-four days, or by both. This penalty shall be in addition to any other cause of action for personal injury or property damage available under state law.
- C. A user which knowingly made any false statements, representation, or certification in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this chapter, discharge permit, or order issued hereunder, or who falsified, tampered with, or knowingly rendered inaccurate any monitoring device or method required under this chapter shall, upon conviction, be guilty of a gross misdemeanor and be subject to a penalty of up to ten thousand dollars and the costs of prosecution, per violation((,)) per day₁ and/or be subject to imprisonment for up to three hundred sixty-four days, or by both.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ((February 28, 2008)) March 27, 2012.

Section 65: That SMC section 13.03A.1004 is amended to read as follows:

13.03A.1004 Remedies Nonexclusive [10.4]

The provisions of (([SMC 13.03A.0800](#))) [SMC 13.03A.0801](#) through [SMC 13.03A.1105](#) of this chapter are not exclusive remedies. The City reserves the right to take any, all, or any combination of these actions against a non-compliant user. Enforcement in response to pretreatment violations will generally be in accordance with the City's enforcement response plan. However the city reserves the right to take other action against any user when the circumstances warrant. Further, the City is empowered to take more than one enforcement action against any non-compliant user. These actions may be taken concurrently.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of (~~February 28, 2008~~) March 27, 2012.

Section 66: That SMC section 13.03A.1005 is amended to read as follows:

13.03A.1005 Violation of this Chapter (~~[10.5]~~)

A violation of this chapter is the failure to take any action required by this chapter or order of the (~~superintendent~~) Plant Manager or taking of any action prohibited by this chapter or the (~~superintendent~~) Plant Manager. Violations include, but are not limited to, items expressly stated to be violations in a given section, failure to obtain permits, give notice, or submit reports as required, failure to properly sign and certify documents submitted as required, and failure to pay required fees.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of (~~December 20, 2007~~) March 27, 2012.

Article XI. Supplemental Enforcement Measures

Section 67: That SMC section 13.03A.1101 is amended to read as follows:

13.03A.1101 Bond, Security for Performance [11.1]

The (~~superintendent~~) Plant Manager may require any user, as a condition of permit issuance, renewal, or otherwise, who has failed to comply with any provision of this chapter, a previous discharge permit, or enforcement order, or any other pretreatment standard or requirement, or for other cause, to procure a bond, letter of credit, or other good and sufficient security acceptable to the (~~superintendent~~) Plant Manager conditioned upon compliance with this chapter, in a sum not to exceed a value reasonably determined by the (~~superintendent~~) Plant Manager to be necessary to achieve consistent compliance.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of (~~December 20, 2007~~) March 27, 2012.

Section 68: That SMC section 13.03A.1102 is amended to read as follows:

13.03A.1102 Liability Insurance [11.2]

The (~~superintendent~~) Plant Manager may require any user, as a condition of permit issuance, renewal, or otherwise, who has failed to comply with any provision of this chapter, a previous discharge permit, or enforcement order, or any other pretreatment standard or requirement, or for other cause, to procure good and sufficient liability insurance, with the City of Spokane as an additional named insured, or other security acceptable to the (~~superintendent~~) Plant Manager, with coverage limits not to exceed a

value reasonably determined by the ~~((superintendent))~~ Plant Manager with the advice of the risk manager sufficient to restore or repair damage to the POTW or other public property caused by its discharge and/or any other damage, loss or liability to which the City may be reasonably exposed because of the users actions or failures to act.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 69: That SMC section 13.03A.1104 is amended to read as follows:

13.03A.1104 Public Nuisance [11.4]

Any premises, processes or facilities maintained or operated in violation of any provisions of this chapter, a discharge permit or ~~((superintendent))~~ Plant Manager order issued hereunder, or any other pretreatment standard or requirement are hereby declared a public nuisance, subject to abatement by any lawful means, including summary abatement or other correction or abatement as ordered by the ~~((superintendent))~~ Plant Manager, including chapter 7.48 RCW or any other remedy in contract or law.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 70: That SMC section 13.03A.1105 entitled "Informant Rewards" is repealed:

13.03A.1105 Informant Rewards [11.5] - REPEALED

~~((The superintendent may pay up to one thousand dollars reward for information leading to the discovery of noncompliance by a user leading to successful collection of penalties or fines, but not beyond twenty percent of any fines or penalties collected. No one employed or retained by the City to enforce this chapter is eligible for a reward. Applications for payment shall be in writing and demonstrate eligibility for a reward under the requirements of this section.~~

~~NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of December 20, 2007.~~

~~Date Passed: Monday, October 20, 2008~~

~~Effective Date: Sunday, November 23, 2008~~

~~ORD C34317 Section 4))~~

Section 71: That there is adopted a new section 13.03A.1106 to Chapter 13.03A of the Spokane Municipal Code to read as follows:

13.03A.1106 Contractor Listing [11.6]

Users which have not achieved compliance with applicable pretreatment standards and requirements are not eligible to receive a contractual award for the sale of goods or

services to the City. Existing contracts for the sale of goods or services to the City held by a user found to be in significant non-compliance with pretreatment standards or requirements may be terminated at the discretion of the City.

Section 72: That SMC section 13.03A.1201 is amended to read as follows:

13.03A.1201 Upset [12.1]

- A. For the purposes of this section, “upset” means an exceptional incident in which there is unintentional and temporary ~~((noncompliance))~~ non-compliance with applicable pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include ~~((noncompliance))~~ non-compliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- B. An upset shall constitute an affirmative defense to punitive actions in response to ~~((noncompliance))~~ non-compliance with applicable pretreatment standards if the requirements of subsection (C) of this section are met.
- C. A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - 1. an upset occurred and the user can identify the cause(s) of the upset;
 - 2. the facility was at the time being operated in a prudent and workman like manner and in compliance with applicable operation and maintenance procedures; and
 - 3. the user has submitted the following information to the ~~((superintendent))~~ Plant Manager within twenty four hours of becoming aware of the upset. If this information is provided orally, a written submission must be provided within five days:
 - a. A description of the discharge and cause of ~~((noncompliance))~~ non-compliance.
 - b. The period of ~~((noncompliance))~~ non-compliance, including exact dates and times or, if not corrected, the anticipated time the ~~((noncompliance))~~ non-compliance is expected to continue; and
 - c. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the ~~((noncompliance))~~ non-compliance.
- D. In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.

- E. Users shall have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for ~~((noncompliance))~~ non-compliance with applicable pretreatment standards unless otherwise required by law. Such opportunity may be conditioned on other requirements such as exhaustion of administrative remedies or other applicable conditions.
- F. Users shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 73: That SMC section 13.03A.1202 is amended to read as follows:

13.03A.1202 Prohibited Discharge Standards Affirmative Defenses [12.2]

A user shall have an affirmative defense to an enforcement action brought against it for ~~((noncompliance))~~ non-compliance with the general prohibitions in [SMC 13.03A.0201\(A\)](#) or the specific prohibitions in [SMC 13.03A.0201\(B\)\(3\) through \(7\)](#) if it can prove that it did not know, or have reason to know in the exercise of reasonable prudence and caution, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either:

- A. a local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or
- B. no local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when the City was regularly in compliance with its NPDES permit, and in the case of interference, the City was in compliance with applicable sludge use or disposal requirements.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 74: That SMC section 13.03A.1203 is amended to read as follows:

13.03A.1203 Bypass Affirmative Defenses [12.3]

A. For the purposes of this section:

- 1. "Bypass" means the intentional diversion of wastewaters from any portion of a user's treatment facility.

2. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- B. A user may allow any bypass to occur which does not cause applicable pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to subsection (C) and (D) of this section although the user must still promptly report the event to the ~~((superintendent))~~ Plant Manager unless excused by the ~~((superintendent))~~ Plant Manager, together with any information requested.
- C. Notice of Bypass.
1. If a user knows, or should know in the exercise of reasonable prudence and caution, in advance of the need for a bypass, it shall submit prior notice to the ~~((superintendent))~~ Plant Manager, at least ten days before the date of the bypass, wherever possible.
 2. A user shall submit oral notice to the ~~((superintendent))~~ Plant Manager of an unanticipated bypass that exceeds applicable pretreatment standards within twenty four hours from the time the user becomes aware or reasonably should have known of the bypass. The notice must include the information required for the written submission below. A written submission shall also be provided within five days of the time the user becomes aware of the bypass. Unless waived by the ~~((superintendent))~~ Plant Manager on a case-by-case basis, after oral notice has been received within the time required, the written report must contain:
 - a. a description of the bypass (volume, pollutants, etc.);
 - b. what caused the bypass;
 - c. when, specifically, the bypass started and ended;
 - d. when the bypass is expected to stop (if ongoing);
 - e. what steps the user has taken or plans to take to reduce, eliminate, and prevent the bypass from reoccurring.
- D. Bypass – Further Prohibitions – Approval.
1. Bypass is prohibited, and the ~~((superintendent))~~ Plant Manager may take an enforcement action against a user for a bypass, unless:

- a. bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - b. there were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - c. the user submitted notices as required under subsection (C) of this section.
2. The ~~((superintendent))~~ Plant Manager may approve an anticipated bypass~~((;))~~ after considering its adverse effects and ~~((;))~~ if the ~~((superintendent))~~ Plant Manager determines that it will meet the three conditions listed in subsection (D)(1) of this section.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ~~((December 20, 2007))~~ March 27, 2012.

Section 75: That SMC section 13.03A.1204 is amended to read as follows:

13.03A.1204 Burden of Proof ~~(([12.4]))~~

It shall always be the burden of proof, based on substantial evidence, of the party asserting any affirmative defense to establish the same.

~~((NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of December 20, 2007.))~~

Article XIV. ~~((Fees))~~ Miscellaneous Provisions

Section 76: That SMC section 13.03A.1401 is amended to read as follows:

13.03A.1401 Pretreatment Fees [14.1]

A. Fees are administrative cost recovery charges. They may be estimates or approximations with a final statement of charges submitted after costs are incurred. All fees are payable at the time of filing any application or request or as directed by the ~~((superintendent))~~ Plant Manager. Upon approval by the ~~((superintendent))~~ Plant Manager, fees may be billed and are payable ~~((in that case))~~ within thirty days of billing. Fees are in addition to any rates for sewer utility service or other expenses or costs not covered by the fees. Fees are subject to change at any time without notice.

B. The City has adopted reasonable fees for reimbursement of costs of setting up and operating the City's Pretreatment Program to include without limitation:

1. Fees for wastewater discharge permit applications including the cost of processing such application;
2. Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a user's discharge, and reviewing monitoring reports submitted by users;
3. Fees for reviewing and responding to accidental discharge procedures and construction;
4. Fees for filing appeals; and
5. Other fees as the City may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this ordinance and are separate from all other fees, fines and penalties chargeable by the City.

C. The listing of fees ((in this section)) is not by way of limitation, and the City reserves the right to charge any other fees for applicable services or benefits provided to or burdens created by the person identified as responsible for the fee. Where the ((superintendent)) Plant Manager determines that additional costs, materials, staff time, or other expenses are incurred in processing any permit or application for permission or approval, plan review or other service which are not reasonably covered by a fee assessed, the ((superintendent)) Plant Manager may prepare a supplemental charges billing, to be paid as a condition of further processing an item. In addition, the ((superintendent)) Plant Manager may waive or reduce any fee for good cause shown. All fees and charges are non-refundable and non-proratable.

((C. Schedule of Standard Fees.

1. SMC 13.03A.0304((F))(A)(1) — Permit application fee: Five hundred dollars.
2. [SMC 13.03A.0307\(A\)\(2\)](#) — Annual inspection fee: Two hundred fifty dollars.
3. [SMC 13.03A.0313](#) — Permit renewal application fee: Two hundred fifty dollars.
4. [SMC 13.03A.0904\(A\)](#) — Administrative appeal: Two hundred fifty dollars.
5. [SMC 13.03A.0801](#) — Publication of significant non-compliance notice: Costs as billed, payable in advance.
6. Monitoring, inspection, surveillance, sampling fees: Costs as determined and billed by the ((superintendent)) Plant Manager.

~~7. Processing fee for NSF checks: As set by City treasurer.~~

~~8. Administrative penalty: Five hundred dollars.~~

~~9. Any other review or approval by the ((superintendent)) Plant Manager not otherwise specified above: Hourly basis based on staff time at sixty dollars per hour as billed.))~~

D. These fees are established in accordance with City Policy and as set out in Public Rule, which is on file with the Spokane City Clerk's Office.

E. Upon failure of the user to comply with any requirement of this chapter or order of the ((superintendent)) Plant Manager, the user may be billed costs incurred by the City on a time and materials basis. Any unpaid charges may be added to the utility bill of the user or other party identified as responsible if they remain unpaid after thirty days.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of ((December 20, 2007)) March 27, 2012.

Section 77: That SMC section 13.03A.1501 entitled "Appendix A to 40 Code of Federal Regulations Part 423 - 126" is repealed:

13.03A.1501 Appendix A to 40 Code of Federal Regulations Part 423 – 126 Priority Pollutants REPEALED

~~((001 Acenaphthene~~

~~002 Acrolein~~

~~003 Acrylonitrile~~

~~004 Benzene~~

~~005 Benzidine~~

~~006 Carbon tetrachloride (tetrachloromethane)~~

~~007 Chlorobenzene~~

~~008 1,2,4-trichlorobenzene~~

~~009 Hexachlorobenzene~~

~~010 1,2-dichloroethane~~

~~011 1,1,1-trichloroethane~~

~~012 Hexachloroethane~~

~~013 1,1-dichloroethane~~
~~014 1,1,2-trichloroethane~~
~~015 1,1,2,2-tetrachloroethane~~
~~016 Chloroethane~~
~~018 Bis(2-chloroethyl) ether~~
~~019 2-chloroethyl vinyl ether (mixed)~~
~~020 2-chloronaphthalene~~
~~021 2,4,6-trichlorophenol~~
~~022 Parachlorometa-cresol~~
~~023 Chloroform (trichloromethane)~~
~~024 2-chlorophenol~~
~~025 1,2-dichlorobenzene~~
~~026 1,3-dichlorobenzene~~
~~027 1,4-dichlorobenzene~~
~~028 3,3-dichlorobenzidine~~
~~029 1,1-dichloroethylene~~
~~030 1,2-trans-dichloroethylene~~
~~031 2,4-dichlorophenol~~
~~032 1,2-dichloropropane~~
~~033 1,2-dichloropropylene (1,3-dichloropropene)~~
~~034 2,4-dimethylphenol~~
~~035 2,4-dinitrotoluene~~
~~036 2,6-dinitrotoluene~~

037 1,2-diphenylhydrazine
038 Ethylbenzene
039 Fluoranthene
040 4-chlorophenyl phenyl ether
041 4-bromophenyl phenyl ether
042 Bis(2-chloroisopropyl) ether
043 Bis(2-chloroethoxy) methane
044 Methylene chloride (dichloromethane)
045 Methyl chloride (dichloromethane)
046 Methyl bromide (bromomethane)
047 Bromoform (tribromomethane)
048 Dichlorobromomethane
051 Chlorodibromomethane
052 Hexachlorobutadiene
053 Hexachloromyclopentadiene
054 Isophorone
055 Naphthalene
056 Nitrobenzene
057 2-nitrophenol
058 4-nitrophenol
059 2,4-dinitrophenol
060 4,6-dinitro-o-cresol
061 N-nitrosodimethylamine
062 N-nitrosodiphenylamine

~~063 N-nitrosodi-n-propylamin~~

~~064 Pentachlorophenol~~

~~065 Phenol~~

~~066 Bis(2-ethylhexyl) phthalate~~

~~067 Butyl benzyl phthalate~~

~~068 Di-N-Butyl Phthalate~~

~~069 Di-n-octyl phthalate~~

~~070 Diethyl Phthalate~~

~~071 Dimethyl phthalate~~

~~072 1,2-benzanthracene (benzo(a)-anthracene)~~

~~073 Benzo(a)pyrene (3,4-benzo-pyrene)~~

~~074 3,4-Benzofluoranthene (benzo(b)-fluoranthene)~~

~~075 11,12-benzofluoranthene (benzo(b)-fluoranthene)~~

~~076 Chrysene~~

~~077 Acenaphthylene~~

~~078 Anthracene~~

~~079 1,12-benzoperylene (benzo(ghi)-perylene)~~

~~080 Fluorene~~

~~081 Phenanthrene~~

~~082 1,2,5,6-dibenzanthracene (dibenzo(H)-anthracene)~~

~~083 Indeno-(1,2,3-cd)-pyrene (2,3-o-pheynylene-pyrene)~~

~~084 Pyrene~~

~~085 Tetrachloroethylene~~

~~086 Toluene~~

~~087 Trichloroethylene~~

~~088 Vinyl chloride (chloroethylene)~~

~~089 Aldrin~~

~~090 Dieldrin~~

~~091 Chlordane (technical mixture and metabolites)~~

~~092 4,4-DDT~~

~~093 4,4-DDE (p, p-DDX)~~

~~094 4,4-DDD (p, p-TDE)~~

~~095 Alpha-endosulfan~~

~~096 Beta-endosulfan~~

~~097 Endosulfan sulfate~~

~~098 Endrin~~

~~099 Endrin aldehyde~~

~~100 Heptachlor~~

~~101 Heptachlor epoxide (BHC-hexachlorocyclohexane)~~

~~102 Alpha-BHC~~

~~103 Beta-BHC~~

~~104 Gamma-BHC (lindane)~~

~~105 Delta-BHC (PCB-polychlorinated biphenyls)~~

~~106 PCB-1242 (Arochlor 1242)~~

~~107 PCB-1254 (Arochlor 1254)~~

~~108 PCB-1221 (Arochlor 1221)~~

~~109 PCB-1232 (Arochlor 1232)~~

~~110 PCB-1248 (Arochlor 1248)~~

~~111 PCB-1260 (Arochlor 1260)~~

~~112 PCB-1016 (Arochlor 1016)~~

~~113 Toxaphene~~

~~114 Antimony~~

~~115 Arsenic~~

~~116 Asbestos~~

~~117 Beryllium~~

~~118 Cadmium~~

~~119 Chromium~~

~~120 Copper~~

~~121 Cyanide, Total~~

~~122 Lead~~

~~123 Mercury~~

~~124 Nickel~~

~~125 Selenium~~

~~126 Silver~~

~~127 Thallium~~

~~128 Zinc~~

~~129 2,3,7,8-tetrachloro-dibenzo-p-dioxin (TCDD)~~

~~Date Passed: Monday, October 20, 2008~~

~~Effective Date: Sunday, November 23, 2008~~

~~ORD C34317 Section 1))~~

Section 78: That SMC section 13.03A.1502 entitled “Appendix D to 40 Code of Federal Regulations Part 122 – NPDES Permit Application Testing Requirements (§122.21)” is repealed:

13.03A.1502 Appendix D to 40 Code of Federal Regulations Part 122 – NPDES Permit Application Testing Requirements (§ 122.21) - REPEALED
[\(\(Tables\)\)](#)

Section 79: Effective Date.

This ordinance shall take effect and be in force on _____, 2020.

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:**

11/02/2020

<u>Date Rec'd</u>	10/15/2020
<u>Clerk's File #</u>	ORD C35962
<u>Renews #</u>	

Submitting Dept	PUBLIC WORKS	Cross Ref #	ORD C35528
Contact Name/Phone	SCOTT 625-6584	Project #	
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4310 - WASTEWATER AND STORMWATER RATES ORDINANCE		

Agenda Wording

An ordinance relating to the rates of wastewater and sewer public utilities and services, amending SMC sections 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1018, 13.03.1020, and 13.03.1022; to chapter 13.03 of the Spokane

Summary (Background)

The ordinance reflects an annual increase of 2.9% to wastewater and stormwater for 2021, 2022, 2023. The three year rate proposal will provide affordability and predictability for citizens.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	FEIST, MARLENE	<u>Study Session\Other</u> 7/23/20 & 8/20/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u> Beggs
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List
<u>Legal</u>	SCHOEDEL, ELIZABETH	eschoedel@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	rhulvey@spokanecity.org
Additional Approvals		aalbinemoore@spokanecity.org
<u>Purchasing</u>		cmorse@spokanecity.org
		rgennett@spokanecity.org
		eraea@spokanecity.org

ORDINANCE NO. C35962

AN ORDINANCE relating to the rates of Wastewater and Sewer public utilities and services, amending SMC sections 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1018, 13.03.1020, and 13.03.1022; to chapter 13.03 of the Spokane Municipal Code; repealing SMC Sections 13.03.1014, 13.03.1016, and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.03.1004 is amended to read as follows:

13.03.1004 Basic Domestic Service Charge – Monthly Amount

The City's basic monthly service charge is reflected in this section.

Basic Domestic Service Charge	Monthly Amount		
	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Basic domestic service charge	((\$23.43)) <u>\$25.53</u>	((\$24.11)) <u>\$26.27</u>	((\$24.84)) <u>\$27.03</u>
Cost per RV dump connection	((\$5.71)) <u>\$6.22</u>	((\$5.88)) <u>\$6.40</u>	((\$6.05)) <u>\$6.59</u>

Section 2: That SMC section 13.03.1006 is amended to read as follows:

13.03.1006 User Charge – Standard Strength Wastewater – Monthly Amount

This section lists the City's monthly user charge for treatment of standard strength wastewater. The User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

User Charge for Treatment of Standard Strength Wastewater	Monthly Amount		
	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Per million gallons	((\$1,673.97)) <u>\$1,823.87</u>	((\$1,722.52)) <u>\$1,876.76</u>	((\$1,772.47)) <u>\$1,931.19</u>
Per cubic foot	((\$2.24)) <u>\$2.44</u>	((\$2.30)) <u>\$2.51</u>	((\$2.37)) <u>\$2.59</u>

Section 3: That SMC section 13.03.1008 is amended to read as follows:

13.03.1008 Domestic and Commercial User Charges Inside City – Monthly Amount

This section lists the City's monthly domestic and commercial user and other monthly charges inside the City. The Domestic and Commercial User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

A. Domestic User Charge (single-family residence or equivalent residential unit).

Domestic User Charge - Inside City	Monthly Amount		
	((2018)) 2021	((2019)) 2022	((2020)) 2023
Domestic charge	(((\$30.57)) \$33.31	(((\$31.46)) \$34.27	(((\$32.37)) \$35.27
General stormwater charge	(((\$4.30)) \$4.68	(((\$4.42)) \$4.82	(((\$4.55)) \$4.96
Cost for additional apartment	(((\$27.48)) \$29.94	(((\$28.28)) \$30.81	(((\$29.10)) \$31.71
General stormwater charge per unit for four units or Less	(((\$3.68)) \$4.01	(((\$3.79)) \$4.13	(((\$3.90)) \$4.25
General stormwater charge per unit for over four units	(((\$2.95)) \$3.22	(((\$3.04)) \$3.31	(((\$3.13)) \$3.41

1. ~~((Water-Wastewater))~~ Capital Rates.

~~((Rates for water-wastewater capital are))~~ In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

B. Commercial User Charge.

Commercial User Charge - Inside City	Monthly Amount		
	((2018)) 2021	((2019)) 2022	((2020)) 2023
Commercial user charge			
Per million gallons	(((\$2,158.19)) \$2,353.33	(((\$2,220.78)) \$2,421.58	(((\$2,285.18)) \$2,491.80
Per hundred cubic feet	(((\$1.62)) \$1.76	(((\$1.67)) \$1.81	(((\$1.72)) \$1.86
General stormwater charge			
Per impervious acre per year	(((\$1,038.59))	(((\$1,068.71))	(((\$1,099.70))

	<u>\$1,124.41</u>	<u>\$1,157.07</u>	<u>\$1,190.57</u>
Per one-one hundredth impervious acre per month. (See RCW 35.67.020; RCW 35.92.020)	(((\$0.86)) <u>\$0.94</u>	(((\$0.88)) <u>\$0.96</u>	(((\$0.91)) <u>\$0.99</u>
Combined Sewer Overflow (CSO) Stormwater user surcharge (per acre or equivalent thereof)	(((\$75.21)) <u>\$81.94</u>	(((\$77.39)) <u>\$84.32</u>	(((\$79.63)) <u>\$86.77</u>
Process/Seepage user charge			
Per million gallons	(((\$640.53)) <u>\$697.82</u>	(((\$659.11)) <u>\$718.05</u>	(((\$678.22)) <u>\$738.88</u>
Per hundred cubic feet	(((\$0.4794)) <u>\$0.5220</u>	(((\$0.4930)) <u>\$0.5371</u>	(((\$0.5073)) <u>\$0.5527</u>

1. ~~((Water-Wastewater))~~ Capital Rates.

~~((Rates for water wastewater capital are))~~ In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 4: That SMC section 13.03.1010 is amended to read as follows:

**13.03.1010 Domestic and Commercial User Charges – ~~((Non-City))~~ Outside City Customer –
Monthly Amount**

This section lists the City's monthly domestic and commercial user charges and other monthly charges for ~~((non-))~~ Outside City customers. The Domestic and Commercial User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

A. Non-City Domestic User Charge (single-family residence or equivalent residential unit).

Domestic User Charge – ((Non-)) <u>Outside City Customers</u>	Monthly Amount		
	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Domestic charge	(((\$61.15)) <u>\$66.63</u>	(((\$62.92)) <u>\$68.56</u>	(((\$64.74)) <u>\$70.55</u>
Cost for additional apartment	(((\$58.07)) <u>\$63.27</u>	(((\$59.75)) <u>\$65.10</u>	(((\$61.48)) <u>\$66.99</u>

1. ~~((Water-Wastewater))~~ Capital Rates.

~~((Rates for water-wastewater capital are))~~ In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

B. ~~((Non-))~~ Outside City Retail Commercial User Charge.

Commercial User Charge – ((Non-)) <u>Outside City Customers</u>	Monthly Amount		
	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Per million gallons	(((\$4,316.37)) <u>\$4,706.11</u>	(((\$4,441.54)) <u>\$4,842.59</u>	(((\$4,570.34)) <u>\$4,983.02</u>
Per hundred cubic feet	(((\$3.23)) <u>\$3.52</u>	(((\$3.32)) <u>\$3.62</u>	(((\$3.42)) <u>\$3.73</u>

C. Outside City Utility Service Area (except by interlocal agreement).

<u>Outside City Utility Service Area (except by interlocal agreement)</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Per million gallons	<u>\$4,706.11</u>	<u>\$4,842.59</u>	<u>\$4,983.02</u>
Per hundred cubic feet	<u>\$3.52</u>	<u>\$3.62</u>	<u>\$3.73</u>

2. ~~((Water-Wastewater))~~ Capital Rates.

~~((Rates for water-wastewater capital are))~~ In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 5: That SMC section 13.03.1012 is amended to read as follows:

13.03.1012 Septage Charge – Amount

This section lists the City's septage charge rate.

A. Septage Charge Rate

Septage Charge	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
User charge ((per thousand gallons)) <u>(per gallon)</u>	(((\$119.26)) <u>\$0.2274</u>	(((\$122.72)) <u>\$0.2340</u>	(((\$126.28)) <u>\$0.2408</u>
Surcharge on loads over four thousand gallons.	(((\$6.78))	(((\$6.98))	(((\$7.18))

3. ~~((Water-Wastewater)) Capital Rates.~~

~~((Rates for water-wastewater capital are))~~ In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 6: That SMC section 13.03.1014 entitled “Service Outside City Utility Service Area – Monthly Amount” is repealed:

13.03.1014 Service Outside City Utility Service Area – Monthly Amount - REPEALED

~~((This section lists the monthly rates for service outside the City’s utility service area.~~

~~A. Outside City Utility Service Area (except by interlocal agreement).~~

Outside City Utility Service Area (except by interlocal agreement)	((2018)) 2021	((2019)) 2022	((2020)) 2023
Per million gallons	(((\$4,1326.37)) \$4,702.88	(((\$4,441.54)) \$4,839.26	(((\$4,570.34)) \$4,979.60
Per hundred cubic feet	(((\$3.23)) \$3.52	(((\$3.32)) \$3.62	(((\$3.42)) \$3.72

1. ~~Water-Wastewater Capital Rates.~~

~~Rates for water-wastewater capital are established and provided for in SMC 13.035.500.))~~

Section 7: That SMC section 13.03.1016 entitled “Non-domestic Process Wastewater User Charge – Monthly Amount” is repealed:

13.03.1016 Non-domestic Process Wastewater User Charge – Monthly Amount - REPEALED

~~((This section lists the monthly rate for non-domestic process wastewater user charges.~~

~~A. Non-domestic Process Wastewater User Charge.~~

Non-domestic Process Wastewater User Charge	Monthly Amount		
-	((2018)) 2021	((2019)) 2022	((2020)) 2023
User charge (per thousand gallons)	(((\$119.26)) \$129.94	(((\$122.72)) \$133.71	(((\$126.28)) \$137.59

Non-domestic process wastewater Disposal charge (per thousand gallons)-	(((\$160.52)) <u>\$174.90</u>	(((\$165.18)) <u>\$179.97</u>	(((\$169.97)) <u>\$185.19</u>
Surcharge on loads over four thousand gallons	(((\$6.78)) <u>\$7.39</u>	(((\$6.98)) <u>\$7.60</u>	(((\$7.18)) <u>\$7.82</u>

4. ~~Water Wastewater Capital Rates.~~

~~Rates for water wastewater capital are established and provided for in SMC 13.035.500)).~~

Section 8: That SMC section 13.03.1018 is amended to read as follows:

13.03.1018 Landfill Wastewater Pump and Treat Services – Amount

This section lists the rate for landfill wastewater pump and treat services.

Landfill Pump and Treat Total	Monthly Amount		
	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Per million gallons	(((\$1,199.84)) <u>\$1,307.28</u>	(((\$1,234.64)) <u>\$1,345.19</u>	(((\$1,270.44)) <u>\$1,384.20</u>
Per hundred cubic feet	(((\$0.90)) <u>\$0.99</u>	(((\$0.93)) <u>\$1.02</u>	(((\$0.96)) <u>\$1.05</u>

Section 9: That SMC section 13.03.1020 is amended to read as follows:

13.03.1020 Cesspool and Miscellaneous Charges – Amount

This section lists the rate for cesspool pump and miscellaneous charges.

A. Cesspool Pump and Miscellaneous Charges.

Gallons	Basic Charge ((2018)) <u>2021</u>	Basic Charge ((2019)) <u>2022</u>	Basic Charge ((2020)) <u>2023</u>
500	(((\$243.32)) <u>\$265.11</u>	(((\$250.38)) <u>\$272.80</u>	(((\$257.64)) <u>\$280.71</u>
600	(((\$276.09)) <u>\$300.82</u>	(((\$284.10)) <u>\$309.54</u>	(((\$292.34)) <u>\$318.52</u>
700	(((\$307.77)) <u>\$335.33</u>	(((\$316.70)) <u>\$345.06</u>	(((\$325.88)) <u>\$355.06</u>
800	(((\$340.38)) <u>\$370.00</u>	(((\$350.25)) <u>\$380.00</u>	(((\$360.41)) <u>\$390.00</u>

	<u>\$370.86</u>	<u>\$381.62</u>	<u>\$392.68</u>
900	<u>(((\$372.92))</u> <u>\$406.31</u>	<u>(((\$383.73))</u> <u>\$418.09</u>	<u>(((\$394.86))</u> <u>\$430.22</u>
1000	<u>(((\$405.28))</u> <u>\$441.56</u>	<u>(((\$417.03))</u> <u>\$454.37</u>	<u>(((\$429.12))</u> <u>\$467.55</u>
1100	<u>(((\$421.52))</u> <u>\$459.26</u>	<u>(((\$433.74))</u> <u>\$472.58</u>	<u>(((\$446.32))</u> <u>\$486.29</u>
1200	<u>(((\$437.72))</u> <u>\$476.91</u>	<u>(((\$450.41))</u> <u>\$490.74</u>	<u>(((\$463.47))</u> <u>\$504.97</u>
1300	<u>(((\$453.95))</u> <u>\$494.60</u>	<u>(((\$467.11))</u> <u>\$508.94</u>	<u>(((\$480.66))</u> <u>\$523.70</u>
1400	<u>(((\$470.06))</u> <u>\$512.15</u>	<u>(((\$483.69))</u> <u>\$527.01</u>	<u>(((\$497.72))</u> <u>\$542.29</u>
1500	<u>(((\$486.38))</u> <u>\$529.94</u>	<u>(((\$500.49))</u> <u>\$545.30</u>	<u>(((\$515.00))</u> <u>\$561.12</u>

((B. Miscellaneous Charges for Laboratory Analysis — Bacteriological Tests.

Bacteriological Tests	2018	2019	2020
Fecal Coliform	\$80.63	\$82.97	\$85.38

C. Chemistry Tests.

Chemistry Tests	2018 Charges	2019 Charges	2020 Charges
Alkalinity			
Bicarbonate	\$30.99	\$31.89	\$32.81
Carbonate	\$23.72	\$24.41	\$25.12
Total	\$54.71	\$56.30	\$57.93
Biochemical Oxygen Demand	\$51.60	\$53.10	\$54.64
Chloride	\$26.45	\$27.22	\$28.01
Chemical Oxygen Demand	\$49.17	\$50.60	\$52.07
Dissolved Oxygen	\$39.58	\$40.73	\$41.91
Fluoride	\$23.70	\$24.39	\$25.10
Hardness	\$23.00	\$23.67	\$24.36
Nitrogen			
Ammonia	\$43.08	\$44.33	\$45.62
Kjeldahl	\$46.03	\$47.36	\$48.73
TKN (Total Kjeldahl Nitrogen)	\$88.89	\$91.47	\$94.12

Nitrate	\$39.58	\$40.73	\$41.91
Nitrite	\$26.16	\$26.92	\$27.70
Oil & Grease	\$67.19	\$69.14	\$71.15
pH	\$11.00	\$11.32	\$11.65
Phosphorus			
Inorganic	\$36.92	\$37.99	\$39.09
Orthophosphate	\$26.91	\$27.69	\$28.49
Total	\$63.83	\$65.68	\$67.58
Residue			
Settleable Solids	\$23.02	\$23.69	\$24.38
Coliform	\$60.45	\$62.20	\$64.00
Suspended Solids	\$23.02	\$23.69	\$24.38
Total Solids	\$25.39	\$26.13	\$26.89
Total Dissolved Solids	\$25.39	\$26.13	\$26.89
Volatile Solids	\$31.48	\$32.39	\$33.33
Volatile Suspended Solids	\$31.48	\$32.39	\$33.33
Specific Oxygen Demand	\$96.28	\$99.07	\$101.94
Specific Conductance	\$12.77	\$13.14	\$13.52
Sulfates	\$33.04	\$34.00	\$34.99
Turbidity	\$19.13	\$19.68	\$20.25

~~D. Elemental Analysis Performed by Atomic Absorption Spectrophotometry.~~

Elements: Aluminum, calcium, cadmium, chromium, copper, iron, lead, magnesium, manganese, mercury, nickel, potassium, sodium, and zinc.	2018	2019	2020
Flame technique	\$30.08	\$31.85	\$32.77
Flameless technique	\$30.08	\$31.85	\$32.77

~~E. Biosolids Application Program.~~

-	2018	2019	2020
Per cubic yard	\$17.91	\$18.43	\$18.96))

Section 10: That SMC section 13.03.1022 is amended to read as follows:

13.03.1022 Refuse Dumpster Maintenance Charge – Amount

This section lists the refuse dumpster maintenance charge.

A. Monthly Refuse Dumpster Maintenance Charge.

Refuse Dumpster	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Monthly charge	(((\$6.72)) <u>\$7.32</u>	(((\$6.94)) <u>\$7.53</u>	(((\$7.14)) <u>\$7.75</u>
((Per hundred cubic feet	<u>\$0.5647</u>	<u>\$0.5811</u>	<u>\$0.5980</u>
Inspection fee (start-up, one-time fee)	(((\$95.52)) <u>\$104.08</u>	(((\$98.29)) <u>\$107.09</u>	(((\$101.14)) <u>\$110.20</u>

Section 11: Effective Date. This ordinance shall take effect and be in force on January 1, 2021.

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:**

11/02/2020

<u>Date Rec'd</u>	10/15/2020
<u>Clerk's File #</u>	ORD C35963
<u>Renews #</u>	

<u>Submitting Dept</u>	PUBLIC WORKS	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	SCOTT 625-6584	<u>Project #</u>	
<u>Contact E-Mail</u>	SMSIMMONS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	4100 - PUBLIC DEVELOPMENT AUTHORITIES (PDA) RATES ORDINANCE		

Agenda Wording

An ordinance relating to the rates of the water and hydroelectric and wastewater management department for utility services to properties within designated and established Public Development Authorities (PDA), adding a new section to

Summary (Background)

The City and Spokane County have established and/or reformulated Public Development Authorities (PDA) in accordance with RCW 35.21.730 thru .757. This ordinance relates to adding new Spokane Municipal Code to sections 13.03 and 13.04.

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	FEIST, MARLENE	<u>Study Session\Other</u>	7/23/20 & 8/20/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>	Beggs
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH	eschoedel@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	rhulvey@spokanecity.org	
<u>Additional Approvals</u>		aalbinemoore@spokanecity.org	
<u>Purchasing</u>		cmorse@spokanecity.org	
		sburns@spokanecity.org	
		eraea@spokanecity.org	

ORDINANCE NO. C35963

AN ORDINANCE relating to the rates of the Water and Hydroelectric Department and Wastewater Management Department for utility services to properties within designated and established Public Development Authorities (PDA), adding a new section 13.03.1011 to SMC 13.03 and new sections 13.04.20051 and 13.04.20061 to SMC 13.04 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the City and Spokane County have established and/or reformulated Public Development Authorities (PDA) in accordance with RCW 35.21.730 - .757 for the purposes of facilitating the acquisition, construction, development, leasing, operation and maintenance of public benefit projects in specifically designated areas to assist both City and County with improving economic conditions in and around the City and County of Spokane; and

WHEREAS, large areas of existing and reformulated PDA boundaries are situated within the geographical boundaries of the City of Spokane and have utility infrastructure available for new and existing customers; and

WHEREAS, the City has evaluated these areas and finds there is current utility infrastructure in existence which is underutilized or lying idle, which potentially increases costs associated with maintaining the integrity of these dormant lines; and

WHEREAS, because of these available assets, the PDA areas have been designated as desirable for economic development and growth to help create jobs and improve the financial health of the City and the County overall, benefiting City utility ratepayers; and

WHEREAS, use of this current utility infrastructure has a direct benefit to the utility rate payers in that operational efficiency of the system is enhanced and maintained; and

WHEREAS, new utility customers will share in the costs of future maintenance projects for the system, keeping rates for all customers more affordable and predictable; and

WHEREAS, when setting rates, the City has embraced four main principles: simplicity and transparency, stability, sustainability, and equity and affordability; and

WHEREAS, the rate proposed for customers within designated PDAs meets these goals; and

WHEREAS, for administrative efficiency and system management and accounting, consistent utility rates for those customers located within designated and established PDAs should be uniform, reasonable, and without disparity; and

WHEREAS, utility service rates for water and sewer services should be consistent with inside City rates as established with Chapters 13.03 and 13.04 SMC.

The City of Spokane does ordain:

Section 1: That a new section be added to the Spokane Municipal Code to read as follows:

13.03.1011 PDA Sewer and Stormwater Rates

This section lists the City's monthly sewer and stormwater charges for residential and commercial customers located within a designated and approved Public Development Authority (PDA).

A. PDA User Charge.

PDA User Charge	Monthly Amount		
	2021	2022	2023
PDA Residential User Charge:			
Domestic User Charge	\$66.63	\$68.56	\$70.55
Additional Apartment	\$63.27	\$65.10	\$66.99
PDA Commercial User charge:			
Per million gallons	\$2,353.33	\$2,421.58	\$2,491.80
Per hundred cubic feet	\$1.76	\$1.81	\$1.86
General stormwater charge:			
Domestic Stormwater charge	\$33.31	\$34.27	\$35.27
General domestic stormwater charge per unit for four units or Less	\$4.01	\$4.13	\$4.25
General domestic stormwater charge per unit for over four units	\$3.22	\$3.31	\$3.41
Per impervious acre per year – commercial charge	\$1,124.41	\$1,157.02	\$1,190.57
Per one-one hundredth impervious acre - Commercial	\$0.94	\$0.96	\$0.99
(See RCW 35.67.020; RCW 35.92.020)			
Combined Sewer Overflow (CSO) Stormwater user surcharge (per	\$81.94	\$84.32	\$86.77

acre or equivalent thereof) - Commercial			
Process/Seepage user charge:			
Per million gallons	\$697.82	\$718.05	\$738.88
Per hundred cubic feet	\$0.5220	\$0.5371	\$0.5527

B. Capital Charge. In addition to the basic charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 2: That a new section be added to the Spokane Municipal Code to read as follows:

13.04.20161 PDA Water Rates

A. These rates apply to residential customers located within a designated and approved Public Development Authority (PDA).

1. Basic Charge – Residential Customer:

2021	2022	2023
\$17.72	\$18.23	\$18.76

2. Consumption Charge – Residential Customer.

The following consumption charge rate schedule is adopted to encourage water conservation and promote environmental quality. Within the PDA boundaries, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	2021	2022	2023
Zero up to 600	\$0.3382	\$0.3481	\$0.3581
Greater than 600 up to 1,200	\$0.7156	\$0.7363	\$0.7577
Greater than 1,200 up to 2,500	\$0.9627	\$0.9906	\$1.0193
Greater than 2,500 up to 4,500	\$1.2361	\$1.2719	\$1.3088

Greater than 4,500	\$1.5435	\$1.5883	\$1.6344
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B. These rates apply to commercial customers located within a designated and approved Public Development Authority (PDA).

1. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	2021	2022	2023
1 inch or smaller	\$18.78	\$19.33	\$19.89
1 ½ inch	\$30.64	\$31.53	\$32.44
2 inch	\$43.41	\$44.67	\$45.97
3 inch	\$69.54	\$71.56	\$73.63
4 inch	\$95.78	\$98.55	\$101.41
6 inch	\$135.47	\$139.40	\$143.45
8 inch	\$277.58	\$285.63	\$293.91
10 inch	\$405.36	\$417.12	\$429.21

2. Commercial Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. For each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following monthly consumption charges:

PDA Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	2021	2022	2023
Zero up to 600 (Charge for all use: zero up to 600.)	\$0.3508	\$0.3610	\$0.3715
Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	\$0.7281	\$0.7492	\$0.7709
Greater than 1,000 (Charge for all use: zero to amount used.)	\$1.0532	\$1.0837	\$1.1152

C. Capital Charge. In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 3: Effective Date. This ordinance is hereby ratified and shall take effect to January 1,2021.

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:**

11/02/2020

<u>Date Rec'd</u>	10/15/2020
<u>Clerk's File #</u>	ORD C35964
<u>Renews #</u>	

Submitting Dept	PUBLIC WORKS	Cross Ref #	ORD C35529
Contact Name/Phone	SCOTT 625-6584	Project #	
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4100 - WATER RATES ORDINANCE		

Agenda Wording

An ordinance relating to the rates of water public utilities and services, amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, and 13.04.2016; of the Spokane Municipal Code; setting an

Summary (Background)

The ordinance reflects an annual increase of 2.9% of Water Rate for 2021, 2022, 2023. This three year rate proposal will provide affordability and predictability for citizens. This ordinance also includes revisions to residential water use tiers that are consistent with the Water Conservation Master Plan adopted this summer. The tier structure would reduce or maintain charges for lower water users for much of the year, while adding a fifth tier for use that is above 45 units a month.

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	FEIST, MARLENE	<u>Study Session\Other</u>	7/23/20 & 8/20/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>	Beggs
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List	
<u>Legal</u>	SCHOEDEL, ELIZABETH	eschedel@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	rhulvey@spokanecity.org	
<u>Additional Approvals</u>		aalbinmoore@spokanecity.org	
<u>Purchasing</u>		cmorse@spokanecity.org	
		sburns@spokanecity.org	
		eraea@spokanecity.org	

ORDINANCE NO. C35964

AN ORDINANCE relating to the rates of the Water & Hydroelectric Department, amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, and 13.04.2016; to chapter 13.04 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.04.2002 is amended to read as follows:

13.04.2002 City Residence Rates

A. Single-family Residence – Basic Charge.

1. Within the City limits, the basic monthly service charge for each single-family residence where the water is being used or reflected as on in the records of the City of Spokane utilities billings office shall be:

a.

((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
((<u>\$16.26</u>)) <u>\$17.72</u>	((<u>\$16.73</u>)) <u>\$18.23</u>	((<u>\$17.22</u>)) <u>\$18.76</u>

- b. Unless otherwise provided, for two or more single-family residences on one meter, the above service charge shall apply for each residence.
2. For purposes of this chapter, a "single-family residence" or "equivalent residential unit" designation applies to each self-contained, stand-alone living unit with at least one:
 - a. kitchen or cooking area room, which must include a sink;
 - b. bathroom, which must include a toilet, bathtub, and sink or a toilet, shower, and sink.
 - c. a separate entrance that does not require residents to co-mingle.

B. Consumption Charge.

The following consumption charge rate schedule is adopted to encourage water conservation and promote environmental quality. Within the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Zero up to 600	(((\$0.3104)) <u>\$0.3382</u>	(((\$0.3194)) <u>\$0.3481</u>	(((\$0.3287)) <u>\$0.3581</u>
Greater than 600 up to ((1,000)) <u>1,200</u>	(((\$0.6568)) <u>\$0.7156</u>	(((\$0.6758)) <u>\$0.7363</u>	(((\$0.6954)) <u>\$0.7577</u>
Greater than ((1,000)) <u>1,200</u> up to ((4,500)) <u>2,500</u>	(((\$0.8836)) <u>\$0.9627</u>	(((\$0.9092)) <u>\$0.9906</u>	(((\$0.9356)) <u>\$1.0193</u>
Greater than ((4,500)) <u>2,500</u> up to <u>4,500</u>	(((\$1.1344)) <u>\$1.2361</u>	(((\$1.1673)) <u>\$1.2719</u>	(((\$1.2012)) <u>\$1.3088</u>
<u>Greater than 4,500</u>	<u>\$1.5435</u>	<u>\$1.5883</u>	<u>\$1.6344</u>

- C. No vacancy allowance will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water is shut off at the City valve by the water and hydroelectric services department upon proper request in writing.
- D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a daycare facility:
1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
 2. licensed as such by the state department of social and health services; and;
 3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 2: That SMC section 13.04.2004 is amended to read as follows:

13.04.2004 City Commercial and Industrial Rates

- A. These rates apply to commercial and industrial customers and to all other customer premises not specifically identified on City utilities billing records as single-family

residences or PUDs. The rates are for service inside the city limits of the City of Spokane.

1. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
1 inch or smaller	(((\$17.24)) <u>\$18.78</u>	(((\$17.74)) <u>\$19.33</u>	(((\$18.25)) <u>\$19.89</u>
1 ½ inch	(((\$28.12)) <u>\$30.64</u>	(((\$28.94)) <u>\$31.53</u>	(((\$29.78)) <u>\$32.44</u>
2 inch	(((\$39.84)) <u>\$43.41</u>	(((\$41.00)) <u>\$44.67</u>	(((\$42.19)) <u>\$45.97</u>
3 inch	(((\$63.83)) <u>\$69.54</u>	(((\$65.68)) <u>\$71.56</u>	(((\$67.58)) <u>\$73.63</u>
4 inch	(((\$87.91)) <u>\$95.78</u>	(((\$90.46)) <u>\$98.55</u>	(((\$93.08)) <u>\$101.41</u>
6 inch	(((\$124.34)) <u>\$135.47</u>	(((\$127.95)) <u>\$139.40</u>	(((\$131.66)) <u>\$143.45</u>
8 inch	(((\$254.77)) <u>\$277.58</u>	(((\$262.16)) <u>\$285.63</u>	(((\$269.76)) <u>\$293.91</u>
10 inch	(((\$372.05)) <u>\$405.36</u>	(((\$382.84)) <u>\$417.12</u>	(((\$393.94)) <u>\$429.21</u>

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. For each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following monthly consumption charges:

1. Monthly Water Use / Charge Rate Per Hundred Cubic Feet.

a. Zero cubic feet to six hundred cubic feet per month:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Zero up to 600 (Charge for all use: zero up to 600.)	(((\$0.3220)) <u>\$0.3508</u>	(((\$0.3313)) <u>\$0.3610</u>	(((\$0.3409)) <u>\$0.3715</u>

Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	(((\$0.6683)) <u>\$0.7281</u>	(((\$0.6877)) <u>\$0.7492</u>	(((\$0.7076)) <u>\$0.7709</u>
Greater than 1,000 (Charge for all use: zero to amount used.)	(((\$0.9667)) <u>\$1.0532</u>	(((\$0.9947)) <u>\$1.0837</u>	(((\$1.0235)) <u>\$1.1152</u>

C. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 3: That SMC section 13.04.2005 is amended to read as follows:

13.04.2005 City Planned Unit Developments (PUD)

A. Basic Charge.

In general, a planned unit development (PUD) designation is one approved in accord with applicable PUD development standards and served by a master water meter. However, if a dwelling unit would otherwise be included within a PUD designation but has its own individual City water meter, it will be billed as a single family residence under SMC 13.04.2002 or other applicable rate section. Questions of applicability are determined by the director. [Cross Reference: SMC 17A.020.160(T)]

B. Consumption.

For billing water consumption, the PUD will be charged the same as a single-family residence within the City limits except the PUD's total consumption will be divided by the total number of dwelling units to determine the per-dwelling consumption for purposes of applying the rate steps defined in SMC 13.04.2002(B). ~~((Consumption beyond seven thousand cubic feet of service per month will be assessed a per hundred cubic feet rate of))~~:

((2018))	((2019))	((2020))
(((\$1.2060))	(((\$1.2410))	(((\$1.2770))

C. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month
-----------------	------------------------

	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
1 inch or smaller	(((\$17.24)) <u>\$18.78</u>	(((\$17.74)) <u>\$19.33</u>	(((\$18.25)) <u>\$19.89</u>
1 ½ inch	(((\$28.12)) <u>\$30.64</u>	(((\$28.94)) <u>\$31.53</u>	(((\$29.78)) <u>\$ 32.44</u>
2 inch	(((\$39.84)) <u>\$43.41</u>	(((\$41.00)) <u>\$44.67</u>	(((\$42.19)) <u>\$45.97</u>
3 inch	(((\$63.83)) <u>\$69.54</u>	(((\$65.68)) <u>\$ 71.56</u>	(((\$67.58)) <u>\$73.63</u>
4 inch	(((\$87.91)) <u>\$95.78</u>	(((\$90.46)) <u>\$98.55</u>	(((\$93.08)) <u>\$101.41</u>
6 inch	(((\$124.34)) <u>\$135.47</u>	(((\$127.95)) <u>\$139.40</u>	(((\$131.66)) <u>\$143.45</u>
8 inch	(((\$254.77)) <u>\$277.58</u>	(((\$262.16)) <u>\$285.63</u>	(((\$269.76)) <u>\$293.91</u>
10 inch	(((\$372.05)) <u>\$405.36</u>	(((\$382.84)) <u>\$417.12</u>	(((\$393.94)) <u>\$429.21</u>

D. ~~((Water-Wastewater))~~ Capital Charge.

~~((Rates for water-wastewater capital are))~~ In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 4: That SMC section 13.04.2008 is amended to read as follows:

13.04.2008 Construction Rates

A. Rates for water used during construction will be charged per month, or fractional part thereof, in accord with the following rates, until the meter is set.

1. Worksite will be inspected at least every ninety days to determine meter status.
2. The meter installation will be made at the earliest possible date.
3. Residential meters installed prior to occupancy construction rates will apply until certificate of occupancy is granted.

B. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
1 inch or smaller	(((\$17.24)) <u>\$18.78</u>	(((\$17.74)) <u>\$19.33</u>	(((\$18.25)) <u>\$19.89</u>
1 ½ inch	(((\$28.12)) <u>\$30.64</u>	(((\$28.94)) <u>\$31.53</u>	(((\$29.78)) <u>\$32.44</u>
2 inch	(((\$39.84)) <u>\$43.41</u>	(((\$41.00)) <u>\$44.67</u>	(((\$42.19)) <u>\$45.97</u>
3 inch	(((\$63.83)) <u>\$69.54</u>	(((\$65.68)) <u>\$71.56</u>	(((\$67.58)) <u>\$73.63</u>
4 inch	(((\$87.91)) <u>\$95.78</u>	(((\$90.46)) <u>\$95.88</u>	(((\$93.08)) <u>\$101.41</u>
6 inch	(((\$124.34)) <u>\$135.47</u>	(((\$127.95)) <u>\$139.40</u>	(((\$131.66)) <u>\$143.45</u>
8 inch	(((\$254.77)) <u>\$277.58</u>	(((\$262.16)) <u>\$285.63</u>	(((\$269.76)) <u>\$293.91</u>
10 inch	(((\$372.05)) <u>\$405.36</u>	(((\$382.84)) <u>\$417.12</u>	(((\$393.94)) <u>\$429.21</u>

Section 5: That SMC section 13.04.2010 is amended to read as follows:

13.04.2010 Water for Private Fire Protection

- A. For inside the City of Spokane metered and unmetered connection on the City's water mains supplying hydrants, standpipes, or automatic sprinklers for private fire protection to the premises, charges will be made in accord with the following rates:

Size of Service	Meter Charge Per Month		
	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
3 inch or smaller	(((\$18.25)) <u>\$19.88</u>	(((\$18.78)) <u>\$20.46</u>	(((\$19.32)) <u>\$21.05</u>
4 inch	(((\$25.76)) <u>\$28.07</u>	(((\$26.54)) <u>\$28.88</u>	(((\$27.28)) <u>\$29.72</u>
6 inch	(((\$35.80)) <u>\$39.01</u>	(((\$36.84)) <u>\$40.14</u>	(((\$37.94)) <u>\$41.30</u>
8 inch	(((\$43.31)) <u>\$47.19</u>	(((\$44.57)) <u>\$48.56</u>	(((\$45.86)) <u>\$49.97</u>

10 inch	((51.80)) <u>\$56.44</u>	((53.30)) <u>\$58.07</u>	((54.85)) <u>\$59.76</u>
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- B. For outside the City of Spokane metered and unmetered connection on the City's water mains supplying hydrants, standpipes, or automatic sprinklers for private fire protection to the premises, charges will be made in accord with the following rates:

1. Size of Connection / Service Charge per Month.

Size of Service	Meter Charge Per Month		
	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
3 inch or smaller	((27.38)) <u>\$29.83</u>	((28.17)) <u>\$30.69</u>	((28.99)) <u>\$31.58</u>
4 inch	((38.63)) <u>\$42.09</u>	((39.75)) <u>\$43.31</u>	((40.90)) <u>\$44.57</u>
6 inch	((53.70)) <u>\$58.51</u>	((55.26)) <u>\$60.20</u>	((56.86)) <u>\$61.95</u>
8 inch	((64.96)) <u>\$70.77</u>	((66.84)) <u>\$72.82</u>	((68.78)) <u>\$74.94</u>
10 inch	((77.70)) <u>\$84.66</u>	((79.95)) <u>\$87.11</u>	((82.27)) <u>\$89.64</u>

Section 6: That SMC section 13.04.2012 is amended to read as follows:

13.04.2012 Outside City Residence Rates

A. Basic Charge: Single-family Residence.

1. Outside the City, for each single-family residence, the monthly service charge where the water is being used or reflected as on in the records of the City of Spokane utilities billings office shall be:

((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
((24.39)) <u>\$26.58</u>	((25.10)) <u>\$27.35</u>	((25.83)) <u>\$28.14</u>

2. For two or more single-family residences on one meter the above service charge shall apply for each residence. "Single-family residence" has the meaning in SMC 13.04.2002(A)(2).

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Zero up to 600	((<u>\$0.4656</u>)) <u>\$0.5073</u>	((<u>\$0.4791</u>)) <u>\$0.5220</u>	((<u>\$0.4930</u>)) <u>\$0.5371</u>
Greater than 600 up to ((1,000)) <u>1,200</u>	((<u>\$0.9852</u>)) <u>\$1.0735</u>	((<u>\$1.0138</u>)) <u>\$1.1046</u>	((<u>\$1.0432</u>)) <u>\$1.1366</u>
Greater than ((1,000)) <u>1,200</u> up to ((4,500)) <u>2,500</u>	((<u>\$1.3254</u>)) <u>\$1.4441</u>	((<u>\$1.3638</u>)) <u>\$1.4860</u>	((<u>\$1.4034</u>)) <u>\$1.5291</u>
Greater than ((4,500)) <u>2,500</u> up to <u>4,500</u>	((<u>\$1.7016</u>)) <u>\$1.8540</u>	((<u>\$1.7509</u>)) <u>\$1.9077</u>	((<u>\$1.8017</u>)) <u>\$1.9631</u>
Greater than <u>4,500</u>	<u>\$2.3153</u>	<u>\$2.3824</u>	<u>\$2.4515</u>

- C. No vacancy allowance will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water is shut off at the City valve by the water and hydroelectric services department upon proper request in writing.
- D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a day care facility:
1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
 2. licensed as such by the state department of social and health services; and
 3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 7: That SMC section 13.04.2014 is amended to read as follows:

13.04.2014 Outside City Rate to Other Purveyors

- A. The charge to other purveyors for water use outside the City's service area shall be at the following rate per one hundred cubic feet of water used plus outside City commercial monthly service charge, unless modified by separate agreement:

((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
(((\$1.2060)) <u>\$1.3140</u>	(((\$1.2410)) <u>\$1.3521</u>	(((\$1.2770)) <u>\$1.3913</u>

B. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 8: That SMC section 13.04.2015 is amended to read as follows:

13.04.2015 Outside City Planned Unit Developments (PUD)

A. Basic Charge.

In general, a planned unit development (PUD) designation is one approved in accord with applicable PUD development standards and served by a master water meter. However, if a dwelling unit would otherwise be included within a PUD designation but has its own individual city water meter, it will be billed as a single-family residence under SMC 13.04.2012 or other applicable rate section. Questions of applicability are determined by the director. [Cross Reference: SMC 17A.020.160(T)]

B. Consumption.

For billing water consumption, the outside city PUD basic charge will be charged the same as a single-family residence outside the City limits except the PUD's total consumption will be divided by the total number of dwelling units to determine the per-dwelling consumption for purposes of applying the rate steps defined in SMC 13.04.2012(B). ~~((Consumption beyond seventy units of service will be assessed a per unit rate of:~~

2018	2019	2020
\$1.8091	\$1.8616	\$1.9156

~~per one hundred cubic feet used per month.))~~

C. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
1 inch or smaller	((\$33.38)) <u>\$36.38</u>	((\$34.35)) <u>\$37.43</u>	((\$35.35)) <u>\$38.52</u>
1 ½ inch	((\$49.71)) <u>\$54.16</u>	((\$51.15)) <u>\$55.73</u>	((\$52.63)) <u>\$57.34</u>
2 inch	((\$67.30)) <u>\$73.33</u>	((\$69.25)) <u>\$75.46</u>	((\$71.26)) <u>\$77.65</u>
3 inch	((\$103.27)) <u>\$112.51</u>	((\$106.26)) <u>\$115.77</u>	((\$109.34)) <u>\$119.13</u>
4 inch	((\$139.39)) <u>\$151.87</u>	((\$143.43)) <u>\$156.27</u>	((\$147.59)) <u>\$160.80</u>
6 inch	((\$194.04)) <u>\$211.42</u>	((\$199.67)) <u>\$217.55</u>	((\$205.46)) <u>\$223.86</u>
8 inch	((\$389.79)) <u>\$424.69</u>	((\$401.09)) <u>\$437.00</u>	((\$412.72)) <u>\$449.68</u>
10 inch	((\$565.64)) <u>\$616.26</u>	((\$582.01)) <u>\$634.13</u>	((\$598.89)) <u>\$652.52</u>

D. ~~((Water-Wastewater Capital Rates))~~ Capital Charge.

~~((Rates for water-wastewater capital are))~~ In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 9: That SMC section 13.04.2016 is amended to read as follows:

13.04.2016 Outside City Commercial and Industrial Rates

A. These rates apply to commercial and industrial customers and to all other customer premises not specifically identified as single-family residences or PUDs. The rates are for service outside the city limits of the City of Spokane.

B. Size of Service / Service Charge Per Month.

Size of Service	Meter Charge Per Month		
	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
1 inch or smaller	((\$33.38)) <u>\$36.38</u>	((\$34.35)) <u>\$37.43</u>	((\$35.35)) <u>\$38.52</u>

1 ½ inch	(((\$49.71)) <u>\$54.16</u>	(((\$51.15)) <u>\$55.73</u>	(((\$52.63)) <u>\$57.34</u>
2 inch	(((\$67.30)) <u>\$73.33</u>	(((\$69.25)) <u>\$75.46</u>	(((\$71.26)) <u>\$77.65</u>
3 inch	(((\$103.27)) <u>\$112.51</u>	(((\$106.26)) <u>\$115.77</u>	(((\$109.34)) <u>\$119.13</u>
4 inch	(((\$139.39)) <u>\$151.87</u>	(((\$143.43)) <u>\$156.27</u>	(((\$147.59)) <u>\$160.80</u>
6 inch	(((\$194.04)) <u>\$211.42</u>	(((\$199.67)) <u>\$217.55</u>	(((\$205.46)) <u>\$223.86</u>
8 inch	(((\$389.79)) <u>\$424.69</u>	(((\$401.09)) <u>\$437.00</u>	(((\$412.72)) <u>\$449.68</u>
10 inch	(((\$565.61)) <u>\$616.26</u>	(((\$582.01)) <u>\$634.13</u>	(((\$598.89)) <u>\$652.52</u>

- C. The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Zero up to 600 (Charge for all use: zero up to 600.)	(((\$0.4830)) <u>\$0.5262</u>	(((\$0.4970)) <u>\$0.5415</u>	(((\$0.5114)) <u>\$0.5572</u>
Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	(((\$1.0026)) <u>\$1.0924</u>	(((\$1.0317)) <u>\$1.1241</u>	(((\$1.0616)) <u>\$1.1567</u>
Greater than 1,000 (Charge for all use: zero to amount used.)	(((\$1.4501)) <u>\$1.5799</u>	(((\$1.4921)) <u>\$1.6257</u>	(((\$1.5354)) <u>\$1.6728</u>

D. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 10: Effective Date. This ordinance shall take effect and be in force on January 1, 2021.

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:**

11/02/2020

<u>Date Rec'd</u>	10/21/2020
<u>Clerk's File #</u>	ORD C35965
<u>Renews #</u>	

Submitting Dept	PUBLIC WORKS	Cross Ref #	
Contact Name/Phone	SCOTT 625-6584	Project #	
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4250 - WATER-WASTEWATER CAPITAL RATES ORDINANCE		

Agenda Wording

An ordinance relating to the rates for capital charges, amending SMC section 13.035.500, to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

The ordinance reflects an annual increase of 2.9% to Water-Wastewater Capital rates for 2021, 2022, 2023. The ordinance also establishes separate rates for customers who receive only water services and customers who receive only sewer services.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	FEIST, MARLENE	<u>Study Session\Other</u> 7/23/20 and 8/20/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u> Beggs
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List
<u>Legal</u>	SCHOEDEL, ELIZABETH	eschoedel@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	rhulvey@spokanecity.org
Additional Approvals		acine@spokanecity.org
<u>Purchasing</u>		cmorse@spokanecity.org
		dkegley@spokanecity.org
		cconklin@spokanecity.org
		bpatrick@spokanecity.org

ORDINANCE NO. C35965

AN ORDINANCE relating to the rates for capital charges, amending SMC section 13.035.500, to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.

Whereas, the City of Spokane operates a combined water and wastewater fund for capital improvements to the Water and Wastewater Systems; and

Whereas, all utility accounts are assessed a capital charge in addition to the basic utility charge and applicable consumption charge; and

Whereas, the City has retained FCS Group to perform and evaluate the components of the City's utility rate structure and capital management fund to determine the cost to provide water specific and wastewater specific services to their customers; and

Whereas, following review, FCS Group reviewed and recommended an allocation to be applied to existing water only and wastewater only accounts for capital charges associated with the specific utility service.

Now therefore, the City of Spokane does ordain:

Section 1: That SMC section 13.035.500 is amended to read as follows:

13.035.500 Water-Wastewater Capital Rates

- A. In addition to user charges (basic charges and consumption charges) for providing utility services to customers, all accounts are assessed a water-wastewater capital management fund charge which shall be placed in a separate fund, reserved for purposes of contribution to water-wastewater capital infrastructure.
- B. The following rates shall apply to the water-wastewater capital management fund charge and shall be separately itemized on the utility bill:

Water-wastewater Capital Rates – <u>per month</u>			
	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Domestic user (Per single-family residence or equivalent residential unit):			
Domestic user – In City	((<u>\$28.70</u>)) <u>\$31.27</u>	((<u>\$29.53</u>)) <u>\$32.18</u>	((<u>\$30.39</u>)) <u>\$33.11</u>
Domestic user – Outside City	((<u>\$32.89</u>)) <u>\$35.83</u>	((<u>\$33.84</u>)) <u>\$36.87</u>	((<u>\$34.82</u>)) <u>\$37.94</u>
Commercial User:			

Commercial user – In City: Minimum commercial user charge (includes first forty eight units)	((\$28.70)) <u>\$31.27</u>	((\$29.53)) <u>\$32.18</u>	((\$30.39)) <u>\$33.11</u>
Commercial user – In City: Water-wastewater consumption charge (over forty eight units) (per hundred cubic feet)	((\$0.6019)) <u>\$0.6559</u>	((\$0.6194)) <u>\$0.6749</u>	((\$0.6374)) <u>\$0.6945</u>
Commercial user – Outside City: Minimum commercial user charge (includes first twenty eight units)	((\$32.89)) <u>\$35.83</u>	((\$33.84)) <u>\$36.87</u>	((\$34.82)) <u>\$37.94</u>
Commercial user – Outside City: Water-wastewater consumption charge (over twenty eight units) (per hundred cubic feet)	((\$1.2036)) <u>\$1.3114</u>	((\$1.2385)) <u>\$1.3495</u>	((\$1.2744)) <u>\$1.3886</u>
Other services:			
<u>PDA - Domestic User</u>	<u>\$31.27</u>	<u>\$32.18</u>	<u>\$33.11</u>
<u>PDA - Commercial user</u> Minimum commercial user charge (includes first forty eight units)	<u>\$31.27</u>	<u>\$32.18</u>	<u>\$33.11</u>
<u>PDA - Commercial user</u> Water-wastewater consumption charge (over forty eight units) (per hundred cubic feet)	<u>\$0.6559</u>	<u>\$0.6749</u>	<u>\$0.6945</u>
<u>PDA Water only Domestic User -Capital Charge</u>	<u>\$12.51</u>	<u>\$12.88</u>	<u>\$13.25</u>
<u>PDA Water only Commercial User</u> Minimum commercial user charge (includes first forty eight units)	<u>\$12.51</u>	<u>\$12.88</u>	<u>\$13.25</u>
<u>PDA Water Only Commercial User</u> Capital consumption charge (over forty eight units) (per hundred cubic feet)	<u>\$0.2623</u>	<u>\$0.2699</u>	<u>\$0.2777</u>
<u>PDA Wastewater only Domestic User– Capital Charge</u>	<u>\$18.76</u>	<u>\$19.30</u>	<u>\$19.86</u>
<u>PDA Wastewater only Commercial User – minimum commercial user charge (includes first forty-eight units)</u>	<u>\$18.76</u>	<u>\$19.30</u>	<u>\$19.86</u>
<u>PDA Wastewater only Commercial User</u> Capital consumption charge (over forty eight units) (per hundred cubic feet)	<u>\$0.3936</u>	<u>\$0.4050</u>	<u>\$0.4167</u>
Service outside City utility service area (per hundred cubic feet). This rate shall apply unless modified by separate agreement	((\$1.2036)) <u>\$1.3114</u>	((\$1.2385)) <u>\$1.3495</u>	((\$1.2744)) <u>\$1.3886</u>
Non-domestic process water-wastewater capital rate (per thousand gallons)	((\$41.26)) <u>\$44.95</u>	((\$42.46)) <u>\$46.26</u>	((\$43.69)) <u>\$47.60</u>
Septage charge (per thousand gallons)	((\$41.26)) <u>\$44.95</u>	((\$42.46)) <u>\$46.26</u>	((\$43.69)) <u>\$47.60</u>

<u>Water Service Only Domestic User- Capital Charge – In City</u>	<u>\$12.51</u>	<u>\$12.88</u>	<u>\$13.25</u>
<u>Water Service Only Domestic User- Capital Charge – Outside City</u>	<u>\$14.33</u>	<u>\$14.75</u>	<u>\$15.18</u>
<u>Water Service Only Commercial User – Minimum Capital Charge – In City (includes first forty eight units)</u>	<u>\$12.51</u>	<u>\$12.88</u>	<u>\$13.25</u>
<u>Water Service Only Commercial User – In City - capital consumption charge (over forty eight units) (per hundred cubic feet)</u>	<u>\$0.2623</u>	<u>\$0.2699</u>	<u>\$0.2777</u>
<u>Water Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty eight units)</u>	<u>\$14.33</u>	<u>\$14.75</u>	<u>\$15.18</u>
<u>Water Service Only Commercial User – Outside City – capital consumption charge (over twenty eight units) (per hundred cubic feet)</u>	<u>\$0.5246</u>	<u>\$0.5398</u>	<u>\$0.5555</u>
<u>Wastewater Service Only Domestic User – Capital Charge – In City</u>	<u>\$18.76</u>	<u>\$19.30</u>	<u>\$19.86</u>
<u>Wastewater Service Only Domestic User – Capital Charge – Outside City</u>	<u>\$21.50</u>	<u>\$22.12</u>	<u>\$22.76</u>
<u>Wastewater Service Only – Commercial User – Minimum Capital Charge – In City (includes first forty eight units)</u>	<u>\$18.76</u>	<u>\$19.30</u>	<u>\$19.86</u>
<u>Wastewater Service Only Commercial User – In City – capital consumption charge (over forty eight units) (per hundred cubic feet)</u>	<u>\$0.3936</u>	<u>\$0.4050</u>	<u>\$0.4167</u>
<u>Wastewater Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty eight units)</u>	<u>\$21.50</u>	<u>\$22.12</u>	<u>\$22.76</u>
<u>Wastewater Service Only Commercial User – Outside City – capital consumption charge (over twenty eight units) (per hundred cubic feet)</u>	<u>\$0.7868</u>	<u>\$0.8096</u>	<u>\$0.8331</u>

Section 2: Effective Date. This ordinance shall take effect and be in force on January 1, 2021.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
10/26/2020

Date Rec'd	10/14/2020
Clerk's File #	FIN 2020-0001
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE & ADMIN
Contact Name/Phone	PAUL INGIOSI 625-6061
Contact E-Mail	PINGIOSI@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	0410 - BUDGET HEARINGS

Agenda Wording

Hearings for review of the 2021 Proposed Budget beginning Monday, November 2, 2020 and continuing thereafter at the regular City Council meetings through December 7, 2020.

Summary (Background)

As part of the annual budget process, the City Council will hold public hearings on the 2021 Proposed Budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The first hearing will be held on November 2, 2020 and are currently scheduled to continue each Monday through December 7, 2020. The City Council may continue the hearing up to the 25th day prior to the beginning of the next fiscal year.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	INGIOSI, PAUL	<u>Study Session\Other</u>	Finance Committee - 10/19/20
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u>	Council President Beggs
<u>Finance</u>	WALLACE, TONYA	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:
