

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Fifteenth** Updated Proclamation **20-28.15**, dated **January 19, 2021**, 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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted in Phase 3 regions consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

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 **May 10, 2021**.

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 **146 396 3105** for the 3:30 p.m. Briefing Session or **187 447 2853** 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, May 10, 2021, 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.

To participate in Open Forum:

Open Forum will take place at the end of the City Council Legislative Session unless the meeting lasts past 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will **open at 5:00 p.m. on Monday, May 10, and will close at 6:00 p.m.** Instructions for participating are available on the form. 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 of interest not relating to 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.

**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

- A. At each meeting, after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 pm, which may be extended by motion.
- B. At the beginning of the open forum session, staff will collect the sign-up sheet(s) and deliver them to the Chair. The order of the speakers and the appropriate time limits for the speakers will be determined at the discretion of the Chair. Each speaker shall be limited to no more than three minutes.
- C. No action, other than a statement of Councilmembers' intent to address the matter in the future, points of order, or points of information will be taken by Council members during an 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 included on that week's current agenda or the next week's 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.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- 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 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding the following items on the Council's legislative agenda: first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely 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. Council members must be recognized by the Chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting 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, shall refrain from remarks directed personally to any Council Member, 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's Policy Director 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 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.16(A), with those exceptions stated in Rule 2.17(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. 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 solely 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 at the discretion of the Council President:
 - 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 may 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 may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
 - 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (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 thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, MAY 10, 2021

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**

LAND ACKNOWLEDGEMENT

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021
via Resolution 2021-0019

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. Thirty-six-month Leases with Enterprise Fleet Management (Spokane) for five Hyundai Kona Electric Vehicles using Sourcewell Contract #060618-EFM—\$611.38 per vehicle per month. Total Lease Amount: \$110,048.40. (Deferred from April 26, 2020, Agenda)
David Paine | Approve | OPR 2021-0269 |
| 2. Two-year Value Blanket with Hitachi Zosen Invova U.S.A. LLC (Norcross, GA) for the purchase of feeder and grate parts at the Waste to Energy Facility from July 1, 2021, through June 30, 2023—not to exceed \$600,000 (plus tax).
Chris Averyt | Approve | OPR 2021-0301
ITB 5383-21 |
| 3. Value Blanket Renewals with Specialty Asphalt for the Street Department utilizing state contract #01211 for: | Approve
All | |
| a. SA Premier Crack Sealant—not to exceed \$125,000. | | OPR 2020-0414 |
| b. Nuvo Gap—not to exceed \$80,000.
Clint Harris | | OPR 2020-0354 |

- | | | |
|---|------------------------------------|---------------------------------|
| 4. Contract with Frank Gurney Inc. (Spokane Valley, WA) for needed guardrail repair services—not to exceed \$60,000.
Clint Harris | Approve | OPR 2021-0302
PW ITB 5407-21 |
| 5. Amendment to Memorandum of Understanding with James E. Chase Youth Commission and Chase Youth Foundation to guarantee \$45,000 in funds through 2024, and prevent need to present an annual allocation of funds to Council for approval in 2022, 2023, and 2024—\$45,000 annually.
Carly Cortright | Approve | OPR 2019-0963 |
| 6. Six-month Contract Extension with Duncan Parking Technologies, Inc., a subsidiary of CivicSmart, Inc. (Milwaukee, WI), for support and services for DPT Duncan Liberty meters for Parking Services—\$22,176.
Kris Becker | Approve | OPR 2013-0460 |
| 7. Contract with CompuNet, Inc. (Grangeville, ID) for purchase of Cisco wireless access points hardware and three years required Cisco licensing utilizing WA#05819 NASPO Contract AR3277—\$104,991.06 (incl. tax) and is fully covered by replacement funds.
Michael Sloon | Approve | OPR 2021-0303 |
| 8. Report of the Mayor of pending: | Approve &
Authorize
Payments | |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2021, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | | CPR 2021-0002 |
| b. Payroll claims of previously approved obligations through_____, 2021: \$_____. | | CPR 2021-0003 |
| 9. City Council Meeting Minutes: _____, 2021. | Approve
All | CPR 2021-0013 |

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)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Plan Commission: Two Appointments

Confirm CPR 1981-0295

West Quadrant TIF Project Advisory Committee: Seven
Reappointments

Confirm CPR 2007-0039

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)

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES**NO EMERGENCY ORDINANCES****RESOLUTIONS & FINAL READING ORDINANCES**(Require Four Affirmative, Recorded Roll Call Votes)

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. (Deferred from April 12, 2021, Agenda) (Council Sponsor: Council Member Cathcart)

Tim Szambelan

ORD C36045 Relating to reserve accounts, closing certain internal financial funds and repealing SMC sections 7.08.109 and 7.08.115. (Council Sponsor: Council Member Wilkerson)

Michelle Hughes**FIRST READING ORDINANCES**

ORD C36047 Relating to parking municipal codes amending SMC sections 08.02.065, 08.02.083, 12.06A.040, 16A.61.550, 16A.61.564, 16A.61.567, 16A.61.570, 16A.61.5703, 16A.61.787; adopting new chapters SMC 16A.05, 16A.06, 16A.07 and a new section 16A.04.100 to chapter 16A.04 of the Spokane Municipal Code; and repealing SMC 16A.04.010, 16A.04.020, 16A.04.030, 16A.04.040, 16A.04.050, 16A.04.055, 16A.04.060, 16A.04.070, 16A.04.080, 16A.61.381, 16A.61.560, 16A.61.561, 16A.61.562, 16A.61.563, 16A.61.565, 16A.61.566, 16A.61.5701, 16A.61.5702, 16A.61.5704, 16A.61.5705, 16A.61.5706, 16A.61.5707, 16A.61.5708, 16A.61.575, 16A.61.577, 16A.61.581, 16A.61.582, 16A.61.583, 16A.61.589, 16A.61.590, 16A.61.5902, 16A.61.5903, 16A.61.5904, 16A.61.5906, 16A.61.5908, 16A.61.5910, 16A.61.5914, 16A.61.5916, 16A.61.5918, 16A.61.5921, 16A.61.5922, 16A.61.5924, 16A.61.790 and setting an effective date.

Kris Becker**FURTHER ACTION DEFERRED**

NO SPECIAL CONSIDERATIONS**NO HEARINGS**

**Motion to Approve Advance Agenda for May 10, 2021
(per Council Rule 2.1.2)**

OPEN FORUM

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will open at 5:00 p.m. on Monday, (Month Day), and will close at 6:00 p.m. Instructions for participating are available on the form. 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 of interest not relating to 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.

ADJOURNMENT

The May 10, 2021, Regular Legislative Session of the City Council is adjourned to May 17, 2021.

NOTES

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

04/26/2021

Date Rec'd

4/15/2021

Clerk's File #

OPR 2021-0269

Renews #Submitting Dept

FLEET SERVICES

Cross Ref #Contact Name/Phone

DAVID PAINE 625-6878

Project #Contact E-Mail

DPAINE@SPOKANECITY.ORG

Bid #Agenda Item Type

Purchase w/o Contract

Requisition #

RE19834

Agenda Item Name

5100-LEASE OF 5 KONAS

Agenda Wording

The Parking Meter Department would like to lease 5 Hyundai Kona Electric Vehicles from Enterprise Fleet Management, Spokane, WA, using Sourcewell Contract#060618-EFM. Monthly lease amount is \$611.38 for each vehicle, for 36 months.

Summary (Background)

The Hyundai Kona Electric Vehicles will replace vehicles that have reached the end of their economic life. These vehicles replace Go4's that have weather and range limits. The Hyundai Kona Electric Vehicles can accommodate collection and enforcement equipment, while also managing neighborhood and downtown patrols. We recommend approval for the lease of 5 Hyundai Kona Electric Vehicles for the Parking Meter Department. Funding for this is included in the Parking Meter Department budget.

Lease? YES

Grant related? NO

Public Works? NO

Fiscal ImpactBudget Account

Expense \$ 110,048.40

5110-71700-94000-56413-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

PAINE, DAVID

Study Session\Other

4/12/21

Division Director

WALLACE, TONYA

Council Sponsor

Karen Stratton

Finance

ORLOB, KIMBERLY

Distribution ListLegal

ODLE, MARI

mmartinez

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasing

PRINCE, THEA

ACCOUNTING -
LEASE

BAIRD, CHRISTI

Briefing Paper

Urban Experience Committee

Division & Department:	Finance, Fleet Services
Subject:	Lease of 5 Hyundai Kona EVs
Date:	April 12, 2021
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Karen Stratton
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Urban Experience Health 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:
 The Parking Meter Department would like to lease 5 Hyundai Kona Electric Vehicles from Enterprise Fleet Management, Spokane, WA. The lease would be done using Sourcewell Contract #060618-EFM. Monthly lease amount is \$611.38 for each vehicle. The lease is 36 months, for a total of \$110,048.40 for all five vehicles. The residual value of each vehicle at the end of the 36 months is \$16,046.28.

Executive Summary:

Impact

- The Hyundai Kona Electric Vehicles will replace vehicles that have reached the end of their economic life. These vehicles replace Go4's that have weather and range limits. The Hyundai Kona Electric Vehicles can accommodate collection and enforcement equipment, while also managing neighborhood and downtown patrols.

Action

- We recommend approval for the lease of 5 Hyundai Kona Electric Vehicles for the Parking Meter Department.

Funding

- Funding for this is included in the Parking Meter Department budget.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:

Memo

To: Spokane City Council Members

From: David Paine, Acting Fleet Director
Nathan Groh, Fleet Project Employee

Cc: Tonya Wallace, CFO
Kris Becker, Director of Development Services

Date: March 24, 2021

Re: Acquisition of Vehicles for Parking Enforcement

Request: Staff requests approval to lease five (5) 2021 new vehicles from Enterprise Fleet Management for a 3-year term, costing \$34,085 through \$37,980 annually, depending on make and model.

Background: The City's Parking Enforcement Department originally purchased the Go-4 vehicles from 2003 through 2011, at an average price of about \$24,000 each. Additionally, Parking Enforcement uses a 1997 Ford Escort for services. Parking staff recommends retiring the Go-4's and Ford Escort.

Staff considered two replacement options, as shown in the following tables:

Total Annualized Cost of Parking Enforcement Vehicles *

Yr/Make/Model	2021 Toyota RAV4 Hybrid	2021 Hyundai Kona Electric
Vehicle Description	Conventional Hybrid SUV	Battery Electric SUV
Acquisition/Lease	\$6,195	\$7,336
Fuel/Electricity	\$626	\$234
Maintenance	\$500	\$300
Total Annualized Cost	\$7,321	\$7,870
Costs per Mile**	\$0.81	\$0.87

* Does NOT include insurance costs, which could be considerably more for the electric vehicles due to the higher cost of replacement if totalled. Research from 2015 by Nerdwallet found that premiums for EV's to be 21% higher.

* Assumes 9,000 miles per year.

* Does not include cost of fueling infrastructure for the EV.

Total Annualized Cost of Parking Enforcement Vehicles *

Yr/Make/Model	2021 Toyota RAV4 Hybrid	2021 Hyundai Kona Electric
Vehicle Description	Conventional Hybrid SUV	Battery Electric SUV
Acquisition/Lease	\$6,195	\$7,336
Fuel/Electricity	\$487	\$182
Maintenance	\$400	\$200
Total Annualized Cost	\$7,082	\$7,718
Costs per Mile**	\$1.01	\$1.10

* Does NOT include insurance costs, which could be considerably more for the electric vehicles due to the higher cost of replacement if totalled.

Research from 2015 by Nerdwallet found that premiums for EV's to be 21% higher.

* Assumes 7,000 miles per year.

* Does not include cost of fueling infrastructure for the EV.

The four Go-4s total annualized cost is shown below. They were used ~3,150 miles per year.

Yr/Make/Model	Westward Industries Go-4
Vehicle Description	3-Wheeled Vehicle
Acquisition/Lease	\$4,800
Fuel/Electricity	\$199
Maintenance	\$1,844
Total Annualized Cost	\$6,843
Costs per Mile**	\$2.17

The replacement option with the lowest annual cost is the 2021 Toyota RAV4 Hybrid. The replacement vehicle with the highest annual cost is the 2021 Hyundai Kona Electric. The annual cost difference between the two is either \$636 (at 7,000 miles per year) or \$549 (at 9,000 miles per year) per vehicle per year, or \$3,180 (at 7,000 miles per year) and \$2,745 (at 9,000 miles per year) for five vehicles. The reason the electric vehicle is more costly, from a total annual cost perspective, is because of the annual miles of ~7,000 – 9,000 miles per vehicle in which fuel cost for the hybrid is less than the higher acquisition cost of the electric vehicle at this time.

From a purely financial perspective, staff recommends leasing the 2021 Toyota RAV4 Hybrids, as they are the lowest cost and do not require additional charging infrastructure at the Parking Enforcement facility. The lease is limited to three (3) years but is flexible enough that it can be reconsidered annually. This would provide time for infrastructure to be installed and possibly for prices to be more favorable for electric vehicles.

However, the cost differential is not material and would offer the City an opportunity to “pilot” the electric vehicles for one-year before acquiring more EVs to replace the City’s fleet of passenger vehicles. The one-year pilot would help inform the City, from an operational perspective, on how best to proceed with the transformation of the fleet.

The new vehicles will be equipped with new License Plate Recognition equipment as part of the upgraded parking system software. If the City opted to lease and pilot the 2021 Hyundai Kona Electric vehicles, charging stations will be required at the Parking Enforcement facility located at 221 W. 1st Ave, Spokane, WA. Security fencing is highly recommended to ensure the City’s assets are properly protected from vandalism, theft, and tampering. Staff is actively working to draft a capital project plan for the security fencing and charging stations. In the interim, the vehicles will be charged at the Nelson Center after hours.

Recommendation: Staff recommends the approval of the lease agreement with Enterprise Fleet Management for the acquisition of five (5) Hyundai Kona EVs to replace the five older gasoline vehicles currently utilized by Parking Enforcement and to utilize the vehicles as part of a one-year operational pilot.

Prepared For: CITY OF SPOKANE
Conley, Jason

Date 03/15/2021
AE/AM J6H/CRB

Unit #

Year 2021 **Make** Hyundai **Model** Kona EV

Series SEL 4dr Front-wheel Drive

Vehicle Order Type Ordered **Term** 36 **State** WA **Customer#** 578823

\$ 33,017.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>WA</u>
\$ 0.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 150.00 *	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 423.20 *	Tax on Incentive (Taxable Incentive Total : \$4,600.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name
Exterior Color
Interior Color (0 I) Black w/Cloth Seat Trim
Lic. Plate Type Exempt
GVWR 0

\$ 33,017.00	Total Capitalized Amount (Delivered Price)
\$ 445.73	Depreciation Reserve @ <u>1.3500%</u>
\$ 114.14	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 559.87	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program ³ Contract Miles 0
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0350 Per Mile

Tires 0 Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 51.51 Sales Tax 9.2000%

State WA

\$ 611.38 Total Monthly Rental Including Additional Services

\$ 16,970.72 Reduced Book Value at 36 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE CITY OF SPOKANE

BY _____ **TITLE**

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 150.00
Courtesy Delivery Fee	B	\$ 0.00
Total Other Charges Billed		\$ 150.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 150.00

VEHICLE INFORMATION:

2021 Hyundai Kona EV SEL 4dr Front-wheel Drive - US

Series ID: Q04A2FEZ

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$36,432	\$37,390.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,185.00	\$1,185.00
Total Price	\$37,617.00	\$38,575.00

SELECTED COLOR:

Exterior: -
Interior: TRY-(0 I) Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
01	Option Group 01	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDAX	7.981 Axle Ratio	STD	STD
STDEN	Engine: 150kW 201HP Electric	STD	STD
STDGV	GVWR: 4,762 lbs	STD	STD
STDRD	Radio: AM/FM/HD Radio/MP3/SiriusXM Audio System	STD	STD
STDST	Heated Front Bucket Seats	STD	STD
STDTM	Cloth Seat Trim	STD	STD
STDTN	Transmission: Single-Speed Reduction Gear	STD	STD
STDTR	Tires: 215/55R17 Low Rolling Resistance	STD	STD
STDWL	Wheels: 17" x 7.0" Alloy	STD	STD
TRY_01	(0 I) Black w/Cloth Seat Trim	NC	NC
WARANT	Fleet Customer Limited Warranty	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated side-view door mirrors with turn signal indicator
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with body-coloured rub strip
Front Bumper Insert: body-coloured front bumper insert
Rear Bumper Insert: body-coloured rear bumper insert
Body Material: fully galvanized steel body material
Body Side Cladding: grey bodyside cladding
Grille: body-coloured grille

Convenience Features:

Air Conditioning: automatic air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Valet Key: valet function
Remote Engine Start: remote engine start - smart device only
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Emergency SOS: Blue Link Connected Car Service (3-year complimentary subscription) emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: SiriusXM AM/FM/HD/Satellite with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: Blue Link Connected Car Service (3-year complimentary subscription) internet access
TV Tuner: Blue Link Guidance (3-year subscription) turn-by-turn navigation directions
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam halogen headlamps
Auto-Dimming Headlights: High Beam Assist (HBA) auto high-beam headlights
Front Wipers: variable intermittent wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster

Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: digital appearance
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Forward Collision Alert: forward collision
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Battery Warning: battery warning
Key in Ignition Warning: key-in-ignition warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Front Heated Cushion: driver and passenger heated-cushions
Front Heated Seatback: driver and passenger heated-seatbacks
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

LeatherSteeringWheel: leather steering wheel

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Cover: rigid cargo cover

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Air Compressor: tire mobility kit

Cargo Net: cargo net

Standard Engine:

Engine 201-hp, (electric)

Standard Transmission:

Transmission 1-speed automatic

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

05/10/2021

Date Rec'd

4/20/2021

Clerk's File #

OPR 2021-0301

Renews #**Submitting Dept**

SOLID WASTE DISPOSAL

Cross Ref #**Contact Name/Phone**

CHRIS AVERYT 625-6540

Project #**Contact E-Mail**

CAVERYT@SPOKANECITY.ORG

Bid #

ITB 5383-21

Agenda Item Type

Purchase w/o Contract

Requisition #

VALUE BLANKET

Agenda Item Name

4490 PURCHASE OF FEEDER AND GRATE PARTS AT THE WTE

Agenda Wording

Two year value blanket with Hitachi Zosen Invova U.S.A. LLC (Norcross, GA), for the purchase of feeder and grate parts at the WTE from July 1, 2021 through June 30, 2023 for a total cost not to exceed \$600,000.00 plus tax.

Summary (Background)

The WTE Facility operates 24/7 incinerating municipal solid waste. The feeder and grate parts of the incinerator require frequent maintenance and replacement in order to maintain constant operation. On April 5, 2021 bidding closed on ITB 5383-21 for the as-needed annual requirement of these feeder and grate parts and Hitachi Zosen Inova U.S.A. LLC was the only respondent. The initial value blanket award would be for two years with the option of three (3) additional one-year renewals.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 600,000.00

4490-44100-37148-53210-34002

Select \$

#

Select \$

#

Select \$

#

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

AVERYT, CHRIS

Study Session\Other

PIES 4/26/21

Division Director

FEIST, MARLENE

Council Sponsor

CP Beggs

Finance

ALBIN-MOORE, ANGELA

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caveryt@spokanecity.org

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Value Blanket for the Purchase of Feeder and Grate Parts at the Waste to Energy Facility.
Date:	April 26, 2021
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Marlene Feist, 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 – Reliable operations supports good customer service; Innovative infrastructure – Sustaining our core principals
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the two-year value blanket with Hitachi Zosen Inova U.S.A. LLC.
Background/History: <p>The Waste to Energy Facility operates 24/7 incinerating municipal solid waste. The feeder and grate parts of the incinerator require frequent maintenance and replacement to maintain constant operation. They are specialized parts and have very long lead times. To ensure that parts are available on site when needed, they need to be ordered in various quantities depending on need, and well in advance of scheduled maintenance outages.</p> <p>On April 5, 2021 bidding closed on ITB 5383-21 for the as-needed annual requirement of feeder and grate parts for the Waste to Energy Facility. Hitachi Zosen Inova U.S.A. LLC, of Norcross, Georgia was the only respondent. The initial value blanket award would be for two years, spanning from July 1, 2021 through June 30, 2023 for a total cost of \$600,000.00 plus tax, with the option of three additional one-year renewals. This is an annual reoccurring expense that was planned for and budgeted in the 2021 Solid Waste Disposal Budget.</p>	
Executive Summary: <ul style="list-style-type: none"> Two-year Value blanket award to Hitachi Zosen Inova U.S.A. LLC, for feeder and grate parts at the WTE per their response to ITB 5383-21. Initial term would be from July 1, 2021 thru June 30, 2023 with the option of three (3) additional one-year renewals. Total cost for two-year term is \$600,000.00 plus tax. This is an annual reoccurring expense that was planned for and budgeted in the 2021 Solid Waste Disposal 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 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:	

Bid Response Summary

Bid Number ITB 5383-21
Bid Title Feeder Grate Parts - As Needed Annual Requirement
Due Date Monday, April 5, 2021 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Hitachi Zosen Inova USA LLC
Submitted By Marlene Reece - Friday, April 2, 2021 6:18:08 AM [(UTC-08:00) Pacific Time (US & Canada)]
marlene.reece@hz-inova.com 6789872505

Comments**Question Responses**

Group	Reference Number	Question	Response
DEFAULT ITEM GROUP			
	1	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	0
	2	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of ninety (90) calendar days after the stated submittal date.	Acknowledged
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	Acknowledged
	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	Acknowledged
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	Acknowledged
PAYMENT TERMS			
	#1	Bidder acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	Acknowledged
	#2	Bidder agrees to accept payment by Credit Card with no additional charges/fees	YES

#3	All invoices, packing lists, packages, shipping notices, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in every box or package shipped pursuant to this order, indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received.	Acknowledged
F.O.B. DELIVERY POINT:		
#1	Spokane Solid Waste Disposal, Waste To Energy Facility, S. 2900 Geiger Blvd., Spokane WA 99224	Acknowledged
#2	I understand that all FREIGHT CHARGES are the responsibility of the winning supplier.	Acknowledged
#3	We (I) will deliver complete _____ days after receipt of order:	Castings 12 Weeks Fabricated Parts 4 to 6 Weeks
#4	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	Acknowledged
BIDDER INFORMATION		
#1	Company Name	Hitachi Zosen Inova U.S.A LLC
#2	Please provide Name, Telephone Number & e-mail address of person who is preparing the response to this Invitation to Bid.	Marlene Reece marlene.reece@hz-inova.com 678-481-4404
#3	Person acknowledges Company will confirm compliance with all instructions, terms, and conditions of this Invitation To Bid, to furnish items at the prices stated	Acknowledged
#4	Successful Bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement. Enter representative's name, phone number, and Email Address	Marlene Reece marlene.reece@hz-inova.com 678-481-4404
#5	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	Spokane Letter.pdf
#6	Bidder accepts the Terms & Conditions as written and attached in the Documents tab. If said terms and conditions are not agreed to as written, the City may deem you non-responsive.	Acknowledged
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE		
1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	Acknowledged

2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	Acknowledged
3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records	Acknowledged
4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	Acknowledged
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT		
#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.	Acknowledged
#2	City of Spokane Business Registration Number	604716327
#3	If Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination	Yes
#4	Bidder acknowledges it would apply Sales Tax of 8.9% when invoicing, unless has Bidder contacted the City's Taxes and Licenses Division at (509) 625-6070 and obtained an exemption status determination	Acknowledged

#5	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Yes
ORGANIZATION		
#1	Proposal of an () individual () partnership () corporation organized and existing under the laws of the State of:	Delaware
ADDITIONAL ITEMS		
#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	YES
ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER		
#1	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.	Hitachi Zosen Inova U.S.A. LLC
MINORITY BUSINESS ENTERPRISE		
#1	Bidder (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members. "For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS		
#1	Bidder (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Bid invitation	Certifies No Agreement Has Been Entered
INTERLOCAL PURCHASE AGREEMENTS		

#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Bidder agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the supplier's review and approval at the time of a requested contract. The Supplier's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.	Acknowledged
CONTRACT PERIOD		
#1	The initial contract shall be for a two (2) year period beginning approximately July 1, 2021.	Acknowledged
#2	Bidder acknowledges that successful Bidder must have a proven ability to provide provided Feeder and Grate Parts that meets specifications over the two-year period.	Acknowledged
RENEWAL		
#1	Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for three (3) additional one-year contract periods with the total contract period not to exceed five (5) years.	Acknowledged
ACCEPTANCE PERIOD		
#1	Bids must provide ninety (90) days for acceptance by the City from the due date for receipt of Bids	Acknowledged
PRICING - FIRM PRICE		
#1	Pricing submitted on bid must be a firm price and remain firm for the original contract term.	Acknowledged
PRICING DECREASES		
#1	During the contract period and any renewals thereof, price decreases at manufacturer's and wholesaler's levels shall be reflected in a contract price reduction to the Purchaser retroactive to the Vendor's effective date.	Acknowledged
NON-ESCALATION		
#1	The Vendor's prices shall be firm throughout the contract period with NO provision for price increases unless specific provisions are proposed and agreed upon at time of contract renewal.	Acknowledged
DELIVERY DEFAULT		
#1	The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Supplier.	Acknowledged
#2	When items ordered are not delivered within the terms and time frame established by the contract, Purchaser may procure comparable units from another source and Supplier will be required to pay any differences in cost.	Acknowledged
PCB CERTIFICATION		

#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	No
#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	NO
#3	If so were PCBs found at a measurable level?	NO
#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	NO
#5	If so attach the results or note from whom the results can be obtained.	
#6	Do you have reason to believe the product contains measurable levels of PCBs?	NO
#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	NO
GENERAL INSTRUCTIONS		
#1	The purpose of this bid Invitation to Bid is to invite sealed Bids to provide an annual supply (ordered as needed) of Feeder and Grate Parts to the City of Spokane Solid Waste Disposal, Waste to Energy Facility.	Acknowledged
#2	These specifications will establish minimum acceptable requirements attempting to take advantage of latest developments.	Acknowledged
#3	The items to be furnished by the Vendor on this bid must be of the latest possible design and production.	Acknowledged
#4	Time is of the essence in the performance of this contract after a delivery schedule is established.	Acknowledged
#5	Material Safety Data Sheets must be included with Bid Proposal forms if applicable.	Acknowledged
#6	All freight charges are the responsibility of the winning vendor.	Acknowledged

#7	References are to be included with Bid Proposal forms. Bidder shall furnish names, addresses, telephone numbers, and email addresses of representatives of at least three companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two references which most nearly apply. References must be located in similar climates.	Wheelabrator Millbury 331 Southwest Cutoff Rd Millbury MA 01527 Tim Creighton tcreight@wtienergy.com 507-791-8900 Wheelabrator Falls 1202 New Ford Mill Rd Morrisville PA 19067 Joe Gratten jgratten@wtienergy.com 215-736-1760
#8	Successful Bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement.	Acknowledged
#9	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	Acknowledged
#10	The City reserves the right to accept or reject any part of or all Bids and to accept the Bid deemed to be in the best interest of the City. The City may choose from more than one vendor.	Acknowledged
#11	The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	Acknowledged
#12	Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.	Acknowledged
SPECIAL INSTRUCTIONS - GENERAL		
#1	All Feeder and Grate Parts delivered shall be comparable to the specifications set forth below.	No
#2	Quantities shown are estimates only and are not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process.	Acknowledged
#3	Annual Estimated Quantities , and the past 54 months usage from 1/1/2017 through 6/30/2021, are listed on "Annual Estimated Quantities & Past 54-Month Usage" sheet that is located in the bid Documents Tab	Acknowledged
#5	Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.	Acknowledged
#6	The base period of the Value Blanket Contract would begin July 1, 2021, or date of award and be valid for two years.	Acknowledged
#7	Unit pricing will govern in the event of computation errors.	Acknowledged

#8	Federal and State laws governing this product must be satisfied.	Acknowledged
#9	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane.	Yes
#9.1	Upload letter here.	Spokane Letter.pdf
#10	Vendor shall ensure deliveries to the Waste to Energy Facility, Shipping and Receiving, S. 2900 Geiger Blvd., Spokane, Washington, 99224 are to be made from 7:30 a.m. to 2:30 p.m., Monday through Friday. (NOTE: DELIVERIES SHOULD BE RECEIVED BY 2:30 P.M.) Deliveries made outside these hours may be arranged occasionally on a case by case basis; Vendors must provide order confirmations for each deliver requested providing estimated delivery date. All vendors will be held responsible to comply with the established receiving program. The City of Spokane also reserves the right to add delivery locations, if needed, within the city limits.	Acknowledged
#11	Any Feeder and Grate Parts delivered that do not meet specifications will not be acceptable. If the bidder's product is unsatisfactory but was inadvertently placed into the facilities system prior to rejection and subsequently causes physical damage or extra cleanup labor, the City will be reimbursed for any associated costs, and at the City's option, a new supplier will be used. Any equipment damage, down time, labor charges, fines, or any other costs caused by material that does not meet specifications or was not delivered on time, will be assumed by the supplier.	Acknowledged
#12	If the product differs from the provisions contained herein, these differences must be explained in detail.	Acknowledged
#13	Vendors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	Acknowledged
#14	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design. Any item that does not meet specifications will not be acceptable.	Acknowledged
#15	Successful Bidder shall furnish standard warranty as well as any other warranty required in the Bid specifications.	Acknowledged
#16	Federal and State laws governing this product must be satisfied.	Acknowledged
TECHNICAL SPECIFICATIONS		

#1.	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Bid.	Acknowledged
#2	From the Documents Tab, Bidder is to download "Technical Sheet ITB 5383-21", complete and upload here.	Technical Sheet ITB 5383-21 (1).docx
PRICING		
#1	Sales Tax: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	Acknowledged
#2	Complete Pricing Tab. Pricing is not to include sales tax.	Acknowledged
#3	Should additional Feeder and Grate Parts, or related items, not currently listed, on ITB 5383-21 Pricing Page, but may be realized are needed at a later point in time; Vendor shall provide percentage off list for items that may be realized at a later point in time. The discount percentages offered will remain unchanged throughout the life of the contract and any renewals. Enter Discount Percentage.	0
#4	Vendor to provide Percentage Markup Above Vendor's Cost, should Vendor not provide discount percentage off list, for any other additional Feeder and Grate Parts, or related items, not listed on "ITB 5383-21 Pricing Page", but may be realized are needed at a later point in time. The markup percentage would remain unchanged throughout the life of the contract and any renewals. Enter Percentage Markup Above Vendor's Cost.	20%
#5	Should vendor receive contract award, and have not entered a discount percentage, or a percentage markup above vendor's, the resulting contract could only be used to buy items that were listed on pricing page, preventing the contract from being used to buy any additional Feeder or Grate Parts, or related items that were not listed on the pricing page.	Acknowledged
INTERPRETATION		
#1	If the Bidder discovers any errors, discrepancies or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.	Acknowledged
BID EVALUATION		

#0	Evaluation of bids shall be based upon the following criteria, where applicable:	No
#1	The price, including the effect of discounts. Price may be determined by life cycle costing or total cost bidding, when advantageous to the Purchaser.	Acknowledged
#2	The quality of the items bid, their conformity to specifications and the purpose for which they are required.	Yes
#3	The Bidder's ability to provide prompt and efficient service and/or delivery.	Yes
#4	The character, integrity, reputation, judgment, experience and efficiency of the Bidder	Yes
#5	The quality of performance of previous contracts or services	Yes
#6	The previous and existing compliance by the Bidder with the laws relating to the contract or services.	Yes
#7	Uniformity or interchangeability.	Yes
#8	The energy efficiency of the product throughout its life.	Yes
#9	Any other information having a bearing on the decision to award the contract.	No
#10	BIDDING ERRORS: Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.	Acknowledged
#11	BIDDER PREQUALIFICATION: Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to ensure completion of the work, unless waived by the Purchaser.	Acknowledged
#12	REJECTION OF BIDS: The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	Acknowledged
#13	AWARD OF CONTRACT: Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results.	Acknowledged

ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
#1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here	SHIPPING AND FREIGHT INFORMATION.docx	

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
PRODUCT - QUANTITIES ARE ALL "MORE OR LESS" - AS NEEDED								
	#1	1278 (01150ME164) Nut, Cap, 5/8"-11 304SS	Base	Each	1.00	\$6.50	\$6.50	Unit price is for 1
	#2	1316 (01150ME161) Angle Mounting, 1" 309SS	Base	Each	2.00	\$47.10	\$94.20	Unit price is for 1
	#3	1317 (01150ME160) Angle Mounting, 2" 309SS	Base	Each	26.00	\$78.17	\$2,032.42	Unit price is for 1
	#4	1318 (01150ME163) Stud, Weld, Header Protection	Base	Each	1.00	\$3.75	\$3.75	Unit price is for 1
	#5	1907 (01159ME050) Kit, Mounting, Grate Thermocouple	Base	Each	1.00	\$150.00	\$150.00	Unit price is for 1
	#6	1003114 (01159ME600) Roller Assembly, Vivax	Base	Each	22.00	\$728.98	\$16,037.56	Unit price is for 1
	#7	032C051 (01150ME148) Plate, Header Protection	Base	Each	18.00	\$143.00	\$2,574.00	Unit price is for 1

#8	032D307 (01159ME473) Holding Device, Roof Element (w/nubs)	Base	Each	28.00	\$139.60	\$3,908.80	Unit price is for 1
#9	032D403 (01159ME122) Roof Element Middle	Base	Each	66.00	\$103.50	\$6,831.00	Unit price is for 1
#10	032D405 (01159ME114) Roof Element LH	Base	Each	44.00	\$80.00	\$3,520.00	Unit price is for 1
#11	032D406 (01159ME118) Roof Element RH	Base	Each	70.00	\$80.00	\$5,600.00	Unit price is for 1
#12	32B0013 (01156ME146) Plate, Front Ramfeeder Middle Bottom	Base	Each	1.00	\$92.50	\$92.50	Unit price is for 1
#13	32B0014 (01156ME142) Plate, Front Ramfeeder Bottom	Base	Each	1.00	\$121.00	\$121.00	Unit price is for 1
#14	32B1545 (01156ME100) Plate, Discharge, Ramfeeder drop-off	Base	Each	12.00	\$295.00	\$3,540.00	Unit price is for 1
#15	32B1560 Butting Ring, Grate Carriage Roller	Base	Each	6.00	\$33.00	\$198.00	
#16	32B1561 (01159ME238) Spacer, Grate Carriage Roller	Base	Each	4.00	\$30.24	\$120.96	
#17	32B1562 (01159ME216) Wear Plate	Base	Each	1.00	\$71.50	\$71.50	Unit price is for 1
#18	32B1563 (01159ME461) Distance Plate 7.8"	Base	Each	1.00	\$12.50	\$12.50	Unit price is for 1
#19	32B1600 Roller, Grate (Wheel Only)	Base	Each	6.00	\$554.00	\$3,324.00	Unit price is for 1

#20	32B1658 (01159ME212) Wear Plate	Base	Each	10.00	\$126.50	\$1,265.00	Unit price is for 1
#21	32B1659 (01159ME214) Wear Plate	Base	Each	4.00	\$64.00	\$256.00	Unit price is for 1
#22	32B1660 (01159ME458) Distance Plate 4.3"	Base	Each	1.00	\$14.50	\$14.50	Unit price is for 1
#23	32B1661 (01159ME460) Distance Plate 4.9"	Base	Each	1.00	\$16.00	\$16.00	Unit price is for 1
#24	32B1663 (01159ME462) Axel Guard	Base	Each	4.00	\$14.50	\$58.00	Unit price is for 1
#25	32B1664 (01159ME422) Spacer	Base	Each	1.00	\$17.50	\$17.50	Unit price is for 1
#26	32B1690 (01159ME246) Nut, Swivel, Tension Rod	Base	Each	122.00	\$32.90	\$4,013.80	Unit price is for 1
#27	32C0002 (01156ME102) Plate, Discharge, Ramfdr upper drop-off	Base	Each	2.00	\$354.00	\$708.00	Unit price is for 1
#28	32C0008 (01156ME122) Plate, Corner Cover	Base	Each	1.00	\$291.50	\$291.50	Unit price is for 1
#29	32C0009 (01156ME126) Plate, Corner Cover	Base	Each	1.00	\$204.50	\$204.50	Unit price is for 1
#30	32C0010 (01156ME136) Plate, Front Ramfeeder	Base	Each	1.00	\$202.50	\$202.50	Unit price is for 1
#31	32C0011 (01156ME132) Corner Piece, Ramfeed Front	Base	Each	1.00	\$208.00	\$208.00	Unit price is for 1
#32	32C1670 (01156ME110) Roof Element, LH Ram Sidewall	Base	Each	2.00	\$186.00	\$372.00	Unit price is for 1

#33	32C1671 (01156ME108) Roof Element, Ram Sidewall	Base	Each	4.00	\$134.70	\$538.80	Unit price is for 1
#34	32C1674 (01156ME112) Roof Element, RH Ram Sidewall	Base	Each	2.00	\$186.00	\$372.00	Unit price is for 1
#35	32D0011 (01156ME270) Base Plate, middle Ram	Base	Each	2.00	\$551.00	\$1,102.00	Unit price is for 1
#36	32D0054 (01159ME585) Thermocouple Block (w/out thermocouple)	Base	Each	1.00	\$299.00	\$299.00	Unit price is for 1
#37	32D1587 (01159ME204) Carriage Machining, LH	Base	Each	2.00	\$4,834.50	\$9,669.00	Unit price is for 1
#38	32D1594 (01159ME206) Carriage Machining, RH	Base	Each	4.00	\$4,834.50	\$19,338.00	Unit price is for 1
#39	32D1637 (01159ME210) Wedge	Base	Each	6.00	\$365.43	\$2,192.58	Unit price is for 1
#40	32L0012 (01156ME276) Base Plate, LH Ram	Base	Each	2.00	\$1,084.60	\$2,169.20	Unit price is for 1
#41	32R0012 (01156ME280) Base Plate, RH Ram	Base	Each	2.00	\$1,084.60	\$2,169.20	Unit price is for 1
#42	BC18192 (01159ME440) Block Holding Tube - Fixed Row	Base	Each	6.00	\$594.00	\$3,564.00	Unit price is for 1
#43	BC18202 (01159ME450) Block Holding Tube - Movable Row	Base	Each	16.00	\$594.00	\$9,504.00	Unit price is for 1
#44	BD16202 (01159ME426) Beam, Transverse	Base	Each	6.00	\$1,210.00	\$7,260.00	Unit price is for 1

#45	LU18182 (01159ME337) Tension Rod, LH	Base	Each	146.00	\$90.00	\$13,140.00	Unit price is for 1
#46	M032408 (01159ME105) Grate Block, Side	Base	Each	282.00	\$166.00	\$46,812.00	Unit price is for 1
#47	M032409 (01159ME109) Press Plate, RH	Base	Each	72.00	\$233.00	\$16,776.00	Unit price is for 1
#48	M032410 (01159ME107) Press Plate, LH	Base	Each	80.00	\$233.00	\$18,640.00	Unit price is for 1
#49	M032420 (01159ME103) Grate Block, Small (European Design)	Base	Each	1,920.00	\$116.00	\$222,720.00	Unit price is for 1
#50	RU18182 (01159ME353) Tension Rod, RH	Base	Each	146.00	\$90.00	\$13,140.00	Unit price is for 1
#51	Bearing, Eich, Grate Carriage Roller	Base	Each	2.00	\$190.00	\$380.00	Unit price is for 1
#52	V621753 (01159ME222) Jam Nut, Rod End M45x1.5	Base	Each	1.00	\$25.14	\$25.14	Unit price is for 1
#53	Ring Lamella, Grate Carriage Roller (3 per set)	Base	Each	6.00	\$33.00	\$198.00	Unit price is for 1
#54	Roller Bearing BMIR 35/68 x 40/45	Base	Each	2.00	\$190.00	\$380.00	Unit price is for 1
Total Base Bid		\$446,254.91					

TECHNICAL SPECIFICATIONS Bid: ITB 5383-21

It is the intent of these specifications to describe Feeder and Grate Parts required:

Bidder must acknowledge each specification shown in Section III, Technical Specifications, as follows:

A. "To Be Supplied" Column

Bidder will initial when the product offered is equal to or better than the individual specification. State your exact capabilities if different from specification stated or a tolerance is given.

B. "Exceptions" Column

Explain all exceptions to specification as stated. **NOTE:** All equivalents (substitutes) require explanation. (Use additional paper with reference to item number and respective question (number)).

MINIMUM SPECIFICATIONS CALLED FOR			TO BE SUPPLIED	EXCEPTIONS
Hitachi Zosen Part Number	City of Spokane Part Number	Description		
1278	01150ME164	Nut, Cap, 5/8"-11 304SS	MR	
1316	01150ME161	Angle Mounting, 1" 309SS	MR	
1317	01150ME160	Angle Mounting, 2" 309SS	MR	
1318	01150ME163	Stud, Weld, Header Protection	MR	
1907	01159ME050	Kit, Mounting, Grate Thermocouple	MR	
1003114	01159ME600	Roller Assembly, Vivax	MR	
032C051	01150ME148	Plate, Header Protection	MR	
032D307	01159ME473	Holding Device, Roof Element (w/nubs)	MR	
032D403	01159ME122	Roof Element Middle	MR	
032D405	01159ME114	Roof Element LH	MR	
032D406	01159ME118	Roof Element RH	MR	
32B0013	01156ME146	Plate, Front Ram feeder Middle Bottom	MR	

32B0014	01156ME142	Plate, Front Ram feeder Bottom	MR	
32B1545	01156ME100	Plate, Discharge, Ram feeder drop-off	MR	
32B1560		Butting Ring, Grate Carriage Roller	MR	
32B1561	01159ME238	Spacer, Grate Carriage Roller	MR	
32B1562	01159ME216	Wear Plate	MR	
32B1563	01159ME461	Distance Plate 7.8"	MR	
32B1600		Roller, Grate (Wheel Only)	MR	
32B1658	01159ME212	Wear Plate	MR	
32B1659	01159ME214	Wear Plate	MR	
32B1660	01159ME458	Distance Plate 4.3"	MR	
32B1661	01159ME460	Distance Plate 4.9"	MR	
32B1663	01159ME462	Axel Guard	MR	
32B1664	01159ME422	Spacer	MR	
32B1690	01159ME246	Nut, Swivel, Tension Rod	MR	
32C0002	01156ME102	Plate, Discharge, Ramfdr upper drop-off	MR	
32C0008	01156ME122	Plate, Corner Cover	MR	
32C0009	01156ME126	Plate, Corner Cover	MR	
32C0010	01156ME136	Plate, Front Ram feeder	MR	
32C0011	01156ME132	Corner Piece, Ramfeed Front	MR	
32C1670	01156ME110	Roof Element, LH Ram Sidewall	MR	
32C1671	01156ME108	Roof Element, Ram Sidewall	MR	
32C1674	01156ME112	Roof Element, RH Ram Sidewall	MR	
32D0011	01156ME270	Base Plate, middle Ram	MR	
32D0054	01159ME585	Thermocouple Block (w/out thermocouple)	MR	
32D1587	01159ME204	Carriage Machining, LH	MR	

32D1594	01159ME206	Carriage Machining, RH	MR	
32D1637	01159ME210	Wedge	MR	
32L0012	01156ME276	Base Plate, LH Ram	MR	
32R0012	01156ME280	Base Plate, RH Ram	MR	
BC18192	01159ME440	Block Holding Tube - Fixed Row	MR	
BC18202	01159ME450	Block Holding Tube - Movable Row	MR	
BD16202	01159ME426	Beam, Transverse	MR	
LU18182	01159ME337	Tension Rod, LH	MR	
M032408	01159ME105	Grate Block, Side	MR	
M032409	01159ME109	Press Plate, RH	MR	
M032410	01159ME107	Press Plate, LH	MR	
M032420	01159ME103	Grate Block, Small (European Design)	MR	
RU18182	01159ME353	Tension Rod, RH	MR	
		Bearing, Eich, Grate Carriage Roller	MR	
V621753	01159ME222	Jam Nut, Rod End M45x1.5	MR	
		Ring Lamella, Grate Carriage Roller (3/set)	MR	
		Roller Bearing BMIR 35/68 x 40/45	MR	

SHIPPING AND FREIGHT INFORMATION

Due to Covid, Ports have a big back log and vessels cannot be loaded/unloaded on a timely basis. Secondly the US has an enormous shortage of trucks.

Most of the casting parts have an ETA of 12 to 14 weeks just to manufacture the parts. It is taking an additional 6 to 8 weeks just to ship the parts. Please keep this in mind when placing your orders.

March 31, 2021

City of Spokane-Purchasing
4th Floor – City Hall
808 West Spokane Falls Blvd.
Spokane, WA 99201

Hitachi Zosen Inova U.S.A. LLC
3930 East Jones Bridge Road, Suite 200
Norcross, Georgia 30092
USA

Phone: +1-678-987-2500
Fax: +1-678-987-2599
www.hz-inova.com

RE: Bid for Feeder and Grate Parts

Dear City of Spokane,

Hitachi Zosen Inova U.S.A. LLC (HZI) formally (Von Roll, AE& E Von Roll, and AE&E) is pleased to submit our Bid for Feeder and Grate Parts.

We are the original manufacturer and OEM of the Incinerator and Grate System. We are also the only authorized manufacturer in the United States. We conduct annual quality audits on all of our suppliers. Therefore, we are qualified to supply all spare parts for this Incinerator.

On behalf of Hitachi Zosen Inova, I would like to thank you for your continued trust in our firm and especially for your confidence in Marlene Reece and the rest of our team. We will continue to work hard to maintain your confidence, and we look forward working with you in the coming years.

Thank you again for allowing us the opportunity to continue our supply of your replacement grates. Our intent is to assist you in solving problems and keep your waste to energy system online. Please do not hesitate to call us if we can be of further assistance.

Sincerely,

Hitachi Zosen Inova USA LLC


John Curtis McBurney, Sr.

CC: Mike Phillips
Autumn Huskins
Marlene Reece
Hitachi Zosen Inova USA LLC



Agenda Sheet for City Council Meeting of:
05/10/2021

Date Rec'd	4/28/2021
Clerk's File #	OPR 2020-0414
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	STREETS
Contact Name/Phone	CLINT HARRIS 625-7744
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	1100 - VALUE BLANKET RENEWAL - SA PREMIER SELANT

Agenda Wording

The Street Department would like to renew a Value Blanket contract for the purchase of no more than \$125k of SA Premier Crack Sealant from Specialty Asphalt, utilizing state contract #01211.

Summary (Background)

Crack sealing work using SA premier sealant extends the life of city roadways, greatly reducing the impact of freeze/thaw cycles on surface conditions and structural longevity. Funding for this is available in the Street Department Budget.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense	\$ 125,000.00	<u>Budget Account</u>	# 1100-21700-42300-53210-9999
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	HARRIS, CLINT E.
<u>Division Director</u>	FEIST, MARLENE
<u>Finance</u>	WALLACE, TONYA
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	PIES Committee - 4/26/2021
<u>Council Sponsor</u>	Breann Beggs
<u>Distribution List</u>	
	ceharris@spokanecity.org
	jklapp@spokanecity.org
	jlargent@spokanecity.org
	jdykes@spokanecity.org
	john@specialasphalt.com

Additional Approvals

Purchasing

Briefing Paper (PIES)

Division & Department:	Street
Subject:	Value Blanket Renewal - SA Premier Sealant
Date:	04/12/2021
Contact (email & phone):	Jon Klapp - jklapp@spokanecity.org 509-625-7738
City Council Sponsor:	Breann Beggs
Executive Sponsor:	Marlene Feist
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)	Crack sealing work using SA Premier sealant extends the life of city roadways, greatly reducing the impact of freeze/thaw cycles on surface conditions and structural longevity
Background/History:	The Street Department would like to renew a Value Blanket contract for the purchase of no more than \$125k of SA Premier Crack Sealant from Specialty Asphalt. This blanket's pricing is based upon the pricing found on state contract #01211
Executive Summary: <i>Impact</i> <ul style="list-style-type: none"> SA Premier will contribute to the preservation of city roadways through crack sealing projects <i>Action</i> <ul style="list-style-type: none"> Approval of a Value Blanket for purchasing up to \$125,000.00 of S.A. Premier from Specialty Asphalt Funding Funding for these purchases will be through the Street Dept. 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 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:	



Agenda Sheet for City Council Meeting of:
05/10/2021

Date Rec'd	4/28/2021
Clerk's File #	OPR 2020-0354
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	STREETS
Contact Name/Phone	CLINT HARRIS 625-7744
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	NUVO GAP - VALUE BLANKET RENEWAL

Agenda Wording

The Street Department would like to renew a Value Blanket contract for the purchase of no more than \$80,000.00 of Nuvo Gap from Specialty Asphalt using state contract #01211

Summary (Background)

Nuvo Gap is a product that will preserve the life and integrity of city roadways where cracks larger than 1" across have formed, preventing further degradation from moisture freeze/thaw cycles. Funding for this is available in the Street Department budget.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense	\$ 80,000.00	# 1100-21700-42300-53210-99999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Dept Head HARRIS, CLINT E.

Division Director FEIST, MARLENE

Finance WALLACE, TONYA

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Purchasing

Council Notifications

Study Session\Other PIES Committee
04/26/2021

Council Sponsor Breann Beggs

Distribution List

ceharris@spokanecity.org

jklapp@spokanecity.org

jlargent@spokanecity.org

jdykes@spokanecity.org

john@specialasphalt.com

Briefing Paper (PIES)

Division & Department:	Street
Subject:	Value Blanket Renewal - Nuvo Gap
Date:	04/12/2021
Contact (email & phone):	Jon Klapp - jklapp@spokanecity.org 509-625-7738
City Council Sponsor:	Breann Beggs
Executive Sponsor:	Marlene Feist
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)	Nuvo Gap is a product that will preserve the lift and integrity of city roadways where cracks larger than 1" across have formed, preventing further degradation from moisture freeze/thaw cycles
Background/History:	The Street Department would like to renew a Value Blanket contract for the purchase of no more than 80k of Nuvo Gap from Specialty Asphalt. This blanket's pricing is based upon the pricing found on state contract #01211
Executive Summary: <i>Impact</i> <ul style="list-style-type: none"> Nuvo Gap will contribute to the preservation of city roadways, specifically targeting large crack/gap defects <i>Action</i> <ul style="list-style-type: none"> Approval of a Value Blanket for purchasing up to \$80,000 of Nuvo Gap product from Specialty Asphalt utilizing state contract #01211 <i>Funding</i> <ul style="list-style-type: none"> Funding for these purchases will be through the Street Dept. 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 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:	



Agenda Sheet for City Council Meeting of:
05/10/2021

Date Rec'd	4/28/2021
Clerk's File #	OPR 2020-0302
Renews #	
Cross Ref #	
Project #	
Bid #	PW ITB 5407-21
Requisition #	

Submitting Dept	STREETS
Contact Name/Phone	CLINT HARRIS 625-7744
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	ON CALL GUARDRAIL REPAIR

Agenda Wording

The Street Department would like to establish an on-call service contract not to exceed 60k for needed guardrail repair services.

Summary (Background)

This contract was awarded, via bid, to Frank Gurney Inc and will provide a more timely and efficient means of procuring guardrail repairs. Funding for this is available in the Street Depart Budget.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 60,000.00

Select \$

Select \$

Select \$

Budget Account

1100-21700-42300-54801-99999

#

#

#

Approvals

Dept Head HARRIS, CLINT E.

Division Director FEIST, MARLENE

Finance WALLACE, TONYA

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other PIES Committee -
4/26/21

Council Sponsor Breann Beggs

Distribution List

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jdykes@spokanecity.org

Briefing Paper (PIES)

Division & Department:	Street
Subject:	On Call Guardrail Repair
Date:	04/12/2021
Contact (email & phone):	Jon Klapp - jklapp@spokanecity.org 509-625-7738
City Council Sponsor:	Breann Beggs
Executive Sponsor:	Marlene Feist
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:	N/A
Outcome: (deliverables, delivery duties, milestones to meet)	To establish an on-call service contract not to exceed \$60k for needed guardrail repair services. This contract was opened for bid and subsequently awarded to Frank Gurney Inc.
Background/History: The Street Department would like to establish a more timely and efficient means of procuring guardrail repair services through this contract	
Executive Summary: <i>Impact</i> <ul style="list-style-type: none"> More timely repair of guardrails which are a crucial infrastructural safety feature <i>Action</i> <ul style="list-style-type: none"> Frank Gurney Inc. was the chosen contractor through a bid process, pending the approval of council. <i>Funding</i> <ul style="list-style-type: none"> This funding is available in the Street Dept. 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 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
PUBLIC WORKS AGREEMENT
Title: ON-CALL GUARDRAIL SERVICES

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **FRANK GURNEY, INC.**, whose address is P.O. Box 11557 Parkwater Station, Spokane Valley, Washington, 99211 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide ON-CALL GUARDRAIL SERVICES for the City of Spokane; and

WHEREAS, the Contractor was selected through RFP No. PW ITB 5407-21 issued by the City of Spokane.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on April 1, 2021, and ends on March 31, 2022, unless amended by written agreement or terminated earlier under the provisions. The Agreement may be extended for two (2) additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed four (4) years.

2. TIME OF BEGINNING AND COMPLETION.

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

If project completion time exceeds two weeks from time of approval, the City will be notified by the contractor regarding the reason for delay and an expected completion time not to exceed 30 days unless otherwise approved by the City.

3. SCOPE OF WORK.

The Contractor shall provide ON-CALL GUARDRAIL SERVICES for the City of Spokane Streets Department.

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

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's on-call, as needed services under this Agreement shall be a maximum amount not to exceed **SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00)**, excluding tax. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Streets Department, Administration Office, 901 North Nelson Street, Spokane, Washington 99202. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

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

6. PREVAILING WAGES.

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

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits

for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)

Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

7. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

9. INDEMNIFICATION.

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

Consultant's/Contractor's/Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

10. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

11. SUBCONTRACTOR RESPONSIBILITY.

The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

12. INDEPENDENT CONTRACTOR.

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

13. ASSIGNMENT AND SUBCONTRACTING.

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

14. TERMINATION.

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

15. STANDARD OF PERFORMANCE.

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

16. ANTI KICK-BACK.

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

17. CONSTRUAL.

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

18. 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

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

20. MISCELLANEOUS PROVISIONS.

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

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

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

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

FRANK GURNEY, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Debarment Certification

Exhibit B - Certification of Compliance with Wage Payment Statutes

21-066

EXHIBIT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

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



Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

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

As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*



Agenda Sheet for City Council Meeting of:
05/10/2021

<u>Date Rec'd</u>	4/23/2021
<u>Clerk's File #</u>	OPR 2019-0963
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	NEIGHBORHOOD SERVICES
<u>Contact Name/Phone</u>	CARLY CORTRIGHT 625-6263
<u>Contact E-Mail</u>	CCORTRIGHT@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	CHASE YOUTH COMMISSION

Agenda Wording

\$45,000 annual allocation to Chase Youth was approved in 2021 budget. Approval of contract amendment would guarantee \$45,000 in funds through 2024, but prevent need to present to Council for approval in 2022, 2023, and 2024

Summary (Background)

The Chase Youth Commission serves as to provide an opportunity for youth to participate in government. In 2020, we contracted with Chase Youth for a 5 year period (through 2024) to reduce the number of contract renewals and/or amendments needed to be brought forth, but wording required annual allocation of funds. This amendment corrects that language and will prevent the need to bring forth annual amendments for approval.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 45000

Select \$

Select \$

Select \$

Budget Account

0580-53110-71230-54201-99999

#

#

#

Approvals

Dept Head CORTRIGHT, CARLY

Division Director ALEXANDER, CUPID

Finance ORLOB, KIMBERLY

Legal PICCOLO, MIKE

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Purchasing

Council Notifications

Study Session\Other PIES 4-26-21

Council Sponsor Breean Beggs

Distribution List

ccortright@spokanecity.org

cpfortmiller@spokanecity.org

chaseyouthspokane@gmail.com



City of Spokane
**AMENDMENT TO
MEMORANDUM OF UNDERSTANDING**

Title: **CITY OF SPOKANE AND
JAMES E. CHASE YOUTH COMMISSION
AND CHASE YOUTH FOUNDATION**

This Amendment to Memorandum of Understanding is made and entered into by and between the **CITY OF SPOKANE**, a Washington State municipal corporation, located at City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201 ("City"), and the **JAMES E. CHASE YOUTH COMMISSION**, organized pursuant to section 4.23.010 of the Spokane Municipal Code, located at 10 North Post Street, Suite 649, Spokane, Washington 99201 ("Chase Youth Commission"); and the **CHASE YOUTH FOUNDATION**, a non-profit corporation, located at 10 North Post Street, Suite 649, Spokane, Washington 99201 ("Chase Youth Foundation"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into an Agreement for the general purpose of providing a structure within local government to serve as a voice for youth, the City established the James E. Chase Youth Commission, to advise and make recommendations to the City regarding policies, programs, planning, budgets, staffing and other matters relating to the quality of life of Spokane area children and youth; and

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

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

1. CONTRACT DOCUMENTS.

The original Agreement dated November 26, 2019 and December 3, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on May 1, 2021.

3. AMENDMENT.

The original Agreement is amended as follows:

5. ~~FUNDING. ((The City agrees for 2020 to provide a maximum not to exceed FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00) to the Chase Youth Foundation as fiscal agent for the Chase Youth Commission for services provided by the Chase Youth Commission in the 2020 calendar year. Future annual funding allocations are subject to available funds, and shall be mutually discussed between the parties before~~

~~allocation. Payment shall be made quarterly in arrears of services performed. Changes to the amount of funding shall be set forth in an amendment to the MOU.))~~ The City agrees to provide funding in the amount of FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00) per year to the Chase Youth Foundation as fiscal agent for the Chase Youth Commission for services provided by the Chase Youth Commission during the term of this MOU. This amount shall not be increased without written agreement of the parties. Payment shall bel made quarterly in arrears of services performed.

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

Dated: _____

CITY OF SPOKANE

By: _____
Title: _____

Dated: _____

JAMES E. CHASE YOUTH COMMISSION

By: _____
Title: _____

Dated: _____

CHASE YOUTH FOUNDATION

By: _____
Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

21-071

Briefing Paper

Public Infrastructure and Environmental Sustainability Committee

Division & Department:	Neighborhood, Housing, and Human Services – ONS
Subject:	Chase Youth Commission
Date:	4/26/21
Contact (email & phone):	Carly Cortright ccortright@spokanecity.org 625-6263
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Carly Cortright
Committee(s) Impacted:	Urban Experience
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)	Budget;
Strategic Initiative:	Urban Experience
Deadline:	5/10/21
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Contract Amendment
Background/History: <p>The Chase Youth Commission serves as to provide an opportunity for youth to participate in government by advising and making recommendations to the City regarding policies and programs that improve quality of life for children and youth in the Spokane. The City has contracted with Chase Youth over the past few years for an annual amount of \$45,000. In 2020, we contracted with Chase Youth for a 5 year period (through 2024) to reduce the number of contract renewals and/or amendments needed to be brought forth for approval. Unfortunately, the language in that contract still requires approval of the annual fund allocation, defeating the purpose.</p> <p>The proposed contract amendment for approval instead commits the City to providing \$45,000 annually through 2024. It is the intent of the City to continue funding Chase Youth at this amount, and would reduce the number of times contracts are brought forth for approval and reduce delays in releasing funds.</p>	
Executive Summary: <ul style="list-style-type: none"> • \$45,000 annual allocation to Chase Youth approved in 2021 budget • Approval of contract amendment would guarantee \$45,000 in funds through 2024, but prevent need to present to Council for approval in 2022, 2023, and 2024 	
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:	



Agenda Sheet for City Council Meeting of:

05/10/2021

Date Rec'd

4/27/2021

Clerk's File #

OPR 2013-0460

Renews #

Submitting Dept

DSC, CODE ENFORCEMENT &

Cross Ref #

Contact Name/Phone

KRIS BECKER 6392

Project #

Contact E-Mail

KBECKER@SPOKANECITY.ORG

Bid #

Agenda Item Type

Contract Item

Requisition #

Agenda Item Name

1460 - DUNCAN LIBERTY METER SERVICE PROCESSING & SUPPORT FOR

Agenda Wording

Six-month contract extension with Duncan Parking Technologies, Inc. (DPT) a subsidiary of CivicSmart, Inc. in Milwaukee, WI. Support and services for DPT Duncan Liberty meters for Parking Services. OPR 2013-0460.

Summary (Background)

Initial contract was 5 years, we completed an additional two year extension/amendment and one year extension with Duncan Parking Technologies, Inc. (DPT) a subsidiary of CivicSmart, Inc. which allowed Parking Services to put out a Paid Parking RFP and select vendors. This six-month extension allows the City keep the current Duncan Liberty meters operating, while we finalize the new contracts and begin rolling out new parking payment devices.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Budget Account

Expense \$ \$22,176.00

1460-21200-21710-54201-99999

Select \$

#

Select \$

#

Select \$

#

Approvals

Council Notifications

Dept Head

BECKER, KRIS

Study Session\Other

PIES 4/26/21

Division Director

BECKER, KRIS

Council Sponsor

CM Stratton

Finance

HUGHES, MICHELLE

Distribution List

Legal

ODLE, MARI

chweeler@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

jlargent@spokanecity.org

Additional Approvals

korlob@spokanecity.org

Purchasing

jwest@spokanecity.org

kbecker@spokanecity.org

jray@spokanecity.org

mwilliams@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select **\$**

Select **\$**

Budget Account

#

#

Distribution List

mnickolaus@civicsmart.com

bsubramanya@civicsmart.com

mvanderkamp@spokanecity.org



City of Spokane

CONTRACT EXTENSION WITH COST

Title: DUNCAN LIBERTY METER SERVICE,
PROCESSING AND SUPPORT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and DUNCAN PARKING TECHNOLOGIES, INC. A SUBSIDIARY OF CIVICSMART, INC., whose address is 316 Milwaukee Street, Suite 202, Milwaukee, WI 53202, as "Dpt". Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein DPT agreed to PROVIDE THE PARKING METER WIRELESS SERVICE, CREDIT CARD PROCESSING, AND SUPPORT FOR DUNCAN LIBERTY METERS FOR THE CITY; and

WHEREAS, additional work has been requested; -- Now, Therefore,

The parties agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract dated June 24, 2013, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EFFECTIVE DATE.** This Contract Extension shall become effective June 24, 2021.
3. **ADDITIONAL WORK.** The scope of work of the original Contract is expanded to include the following:

NONE.
4. **EXTENSION.** The contract documents are hereby extended and shall run through December 24, 2021.
5. **COMPENSATION.** The City shall pay TWENTY-TWO THOUSAND ONE HUNDRED SEVENTY SIX NO/100 DOLLARS, (\$22,176.00) for everything furnished and done under this Contract Extension.

<p>DUNCAN PARKING TECHNOLOGIES, INC. A SUBSIDIARY OF CIVICSMART, INC.</p> <p>By: _____ (signature)</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Email: _____</p>	<p>CITY OF SPOKANE:</p> <p>By: _____ (signature)</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--	--

<p>ATTEST:</p> <p>_____</p> <p>City Clerk</p>	<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Assistant City Attorney</p>
---	---

Attachments that are part of this Contract Extension:



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/06/2021

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

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

PRODUCER Aon Risk Services Central, Inc. Milwaukee WI Office 10700 Research Drive Suite 450 Milwaukee WI 53226 USA	CONTACT NAME: PHONE (A/C. No. Ext): (414) 271-6420 FAX (A/C. No.): (414) 271-4103 E-MAIL ADDRESS:														
INSURED CivicSmart, Inc. 316 N. Milwaukee Street Suite 202 Milwaukee WI 53202 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: The Travelers Indemnity Co of America</td><td>25666</td></tr><tr><td>INSURER B: Travelers Property Cas Co of America</td><td>25674</td></tr><tr><td>INSURER C: Travelers Excess and Surplus Lines Co</td><td>29696</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Travelers Indemnity Co of America	25666	INSURER B: Travelers Property Cas Co of America	25674	INSURER C: Travelers Excess and Surplus Lines Co	29696	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: The Travelers Indemnity Co of America	25666														
INSURER B: Travelers Property Cas Co of America	25674														
INSURER C: Travelers Excess and Surplus Lines Co	29696														
INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570086917237 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLP15T85592	07/30/2020	07/30/2021	<table><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000
EACH OCCURRENCE	\$1,000,000																		
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000																		
MED EXP (Any one person)	\$10,000																		
PERSONAL & ADV INJURY	\$1,000,000																		
GENERAL AGGREGATE	\$2,000,000																		
PRODUCTS - COMP/OP AGG	\$2,000,000																		
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA 2N538633	07/30/2020	07/30/2021	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																		
BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP9K582120	07/30/2020	07/30/2021	<table><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$1,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	AGGREGATE	\$1,000,000								
EACH OCCURRENCE	\$1,000,000																		
AGGREGATE	\$1,000,000																		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			UB7K772233	07/30/2020	07/30/2021	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td>OTH</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td></td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td></td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE	OTH		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE-EA EMPLOYEE		\$1,000,000	E.L. DISEASE-POLICY LIMIT		\$1,000,000
<input checked="" type="checkbox"/> PER STATUTE	OTH																		
E.L. EACH ACCIDENT		\$1,000,000																	
E.L. DISEASE-EA EMPLOYEE		\$1,000,000																	
E.L. DISEASE-POLICY LIMIT		\$1,000,000																	
C	E&O-PL-Primary			ZPP21P3123820I3 Claims Made SIR applies per policy terms & conditions	07/30/2020	07/30/2021	<table><tr><td>Limit</td><td>\$2,000,000</td></tr><tr><td>SIR</td><td>\$25,000</td></tr></table>	Limit	\$2,000,000	SIR	\$25,000								
Limit	\$2,000,000																		
SIR	\$25,000																		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Parking Services 808 W. Spokane Falls Blvd. Spokane WA 99201 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
---	---

570086917237

Certificate No :





< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: DUNCAN PARKING TECHNOLOGIES, INC.

Business name: DUNCAN PARKING TECHNOLOGIES, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-323-797

Business ID: 001

Location ID: 0001

Location: Active

Location address: 316 N MILWAUKEE ST
STE 202
MILWAUKEE WI 53202-5888

Mailing address: PO BOX 2081
MILWAUKEE WI 53201-2081

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held	License #	Count	Details	Status	Expiration	First issued
-------------------	-----------	-------	---------	--------	------------	--------------



Endorsements held	License #	Count	Details	Status	Expiration	First issued
Leavenworth General Business - Non-Resident				Active	Dec-31-21	Jan-11-20
Spokane General Business - Non- Resident				Active	Apr-30-21	Apr-26-20

Governing People

May include governing people not registered with Secretary of State

Governing people	Title
SUBRAMANYA, BALU	President
WILLIAMS, CATHY	

Registered Trade Names

Registered trade names	Status	First issued
DUNCAN PARKING TECHNOLOGIES INC	Active	Dec-18-2009

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 4/27/2021 2:34:30 PM



Contact us

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Take our survey!

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

05/10/2021

Date Rec'd

4/23/2021

Clerk's File #

OPR 2021-0303

Renews #**Submitting Dept**

INNOVATION & TECHNOLOGY

Contact Name/Phone

MICHAEL 625-6468

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

5300 COMPUNET CISCO WIRELESS ACCESS POINT

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

CR22568

Agenda Wording

Contract purchase of Cisco wireless access points hardware and 3 years required Cisco licensing from CompuNet, Inc. Contract total is \$104,991.06 including tax and is fully covered by replacement funds. Pricing utilizes WA#05819 NASPO contract AR3277.

Summary (Background)

Most of our existing wireless access points are over six years old and are not compatible with the new wireless management controllers and infrastructure so they need to be upgraded.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 104,991.06

5310-73100-94000-56409

Select \$

#

Select \$

#

Select \$

#

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

FINCH, ERIC

Study Session\Other

4/26/21 PIES Committee

Division Director

FINCH, ERIC

Council Sponsor

CM Kinnear

Finance

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

Accounting - ywang@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Contract Accounting - aduffey@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

WAHL, CONNIE

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

dcasey@compunet.biz



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Required DNA licensing contract term is approximately June, 1 2021 to May 31, 2024.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Wireless Access Point Upgrade
Date:	April 26, 2021
Author (email & phone):	Theresa Pellham, tpellham@spokanecity.org , 625-6948
City Council Sponsor:	CM Kinnear Lori
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Public Infrastructure, Environment & 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)	ITSD – Replacement Funds: 5310-73100-94000-56409
Strategic Initiative:	Sustainable Resources
Deadline:	May 31, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Upgrade existing wireless access points

Background/History:

Most of our existing wireless access points are over six years old and are not compatible with the new wireless management controllers and infrastructure so they need to be upgraded.

Executive Summary:

- Cisco wireless access points hardware purchase and 3 years required Cisco licensing from CompuNet, Inc.
- Contract total is \$104,991.06 including tax and is fully covered by replacement funds. Pricing utilizes WA# 05819 NASPO contract AR3277.
- Required DNA licensing contract term is approximately June, 1 2021 to May 31, 2024

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:



City of Spokane

CONTRACT

Title: **CISCO WIRELESS ACCESS POINTS**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **COMPUNET, INC.**, whose address is 505 South Florence Street, Grangeville, ID 83530, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the Company was selected from Washington State Contract No. 05819.

The parties agree as follows:

1. **PERFORMANCE.** The Company shall provide the City with Cisco Wireless Access Points hardware and 3 years Cisco Licensing in accordance with CompuNet, Inc.'s Quote No. MF161339, attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall begin June 1, 2021, and run through May 31, 2024, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed **ONE HUNDRED FOUR THOUSAND NINE HUNDRED NINETY ONE AND 06/100 DOLLARS (\$104,991.06)**, including tax and shipping for everything furnished and done under this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
7. **AMENDMENTS.** This Contract may be amended at any time by mutual written agreement.

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

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

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

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

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

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records

which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

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

COMPUNET, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment
Exhibit B – CompuNet, Inc.'s Quote No. MF161339

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

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

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

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

<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Date (Type or Print)

EXHIBIT B

Bill To:**City of Spokane**808 W Spokane Falls Blvd
Spokane, WA 99201-3301**Ship To:****City of Spokane**808 W Spokane Falls Blvd
Spokane, WA 99201-3301**Quote Information:****Quote #: MF161339**Version: 2
Delivery Date: 04/12/2021
Expiration Date: 05/14/2021**Prepared by:**Mark Friedman
509-795-8276
mfriedman@compunet.biz**Prepared for:**Del Murphy
(509) 625-6982
dimurphy@spokanecity.org**Cisco C9120AXI**

Description		List Price	Price	Qty	Ext. Price
C9120AXI-B	Cisco Catalyst 9120AX Series	\$1,700.93	\$739.90	108	\$79,909.20
SW9120AX-CAPWAP-K9	Capwap software for Catalyst 9120AX	\$0.00	\$0.00	108	\$0.00
AIR-AP-BRACKET-1	802.11 AP Low Profile Mounting Bracket (Default)	\$0.00	\$0.00	108	\$0.00
AIR-AP-T-RAIL-R	Ceiling Grid Clip for APs & Cellular Gateways-Recessed	\$0.00	\$0.00	108	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	108	\$0.00
C9120AXI-MULTI	Minimum Quantity = 10	\$0.00	\$0.00	108	\$0.00
C9120AXI-MULTI	Minimum Quantity = 10	\$0.00	\$0.00	108	\$0.00
PROMO-A-C9120	Aironet AP License Term Licenses For Tracking	\$0.00	\$0.00	108	\$0.00
PROMO-A-3Y-C9120	C9120AX CISCO DNA Advantage 3 Year Term Licenses	\$0.00	\$0.00	108	\$0.00
AIR-DNA-A-PROMO	Wireless Cisco DNA On-Prem Advantage PROMO, Term Lic	\$0.00	\$0.00	108	\$0.00
DNA-A-PROMO-3Y	Wireless Cisco DNA On-Prem Advantage,3Y Term, PROMO Trk Lic	\$351.23	\$152.79	108	\$16,501.32
PI-LFAS-AP-T	Prime AP Term Licenses	\$0.00	\$0.00	108	\$0.00
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	\$0.00	\$0.00	108	\$0.00

Cisco C9120AXI

Description		List Price	Price	Qty	Ext. Price
AIR-DNA-A-T	Wireless Cisco DNA On-Prem Advantage, Term, Tracker Lic	\$0.00	\$0.00	108	\$0.00
AIR-DNA-A-T-3Y	Wireless Cisco DNA On-Prem Advantage, 3Y Term, Tracker Lic	\$0.00	\$0.00	108	\$0.00
AIR-DNA-NWSTACK-A	AIR CISCO DNA Perpetual Network Stack	\$0.00	\$0.00	108	\$0.00
D-CISCODNAS-SEE-T	Cisco DNA Spaces See Term License for Cisco DNA	\$0.00	\$0.00	108	\$0.00
D-CISCODNAS-SEE-3Y	Cisco DNA Spaces See Term 3Y	\$0.00	\$0.00	108	\$0.00
Subtotal:					\$96,410.52

Cisco Learning Credits

Description		List Price	Price	Qty	Ext. Price
TRN-CLC-000	Cisco Learning Credits (10 Pack)	\$1,000.00	\$0.00	7	\$0.00
Subtotal:					\$0.00

Shipping

Description		Qty
Shipping	Ground Shipping To Be Determined, Billed As Actual	1

Quote Summary

Description	Amount
Cisco C9120AXI	\$96,410.52
Cisco Learning Credits	\$0.00
Subtotal:	\$96,410.52
Estimated Tax:	\$8,580.54
Total:	\$104,991.06

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Manager.

City of Spokane

Signature: _____

Name: _____

Date: _____

PO Number: _____



License Information:

[New search](#) [Back to results](#)**Entity name:** COMPUNET, INC.**Business name:** COMPUNET, INC.**Entity type:** [Profit Corporation](#)**UBI #:** 602-742-439**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 505 S FLORENCE ST
GRANGEVILLE ID 83530-2324**Mailing address:** 1111 S SILVERSTONE WAY
STE 200
MERIDIAN ID 83642-7381**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Bonney Lake General Business - Non-Resident				Pending	Jan-31-2022	
Chehalis General Business - Non-Resident	14-5298			Active	Mar-31-2022	Sep-11-2014
Clarkston General Business - Non-Resident				Active	Sep-30-2021	Oct-02-2020
Grandview General Business - Non-Resident				Active	Jan-31-2022	Jan-08-2021
Kennewick General Business - Non-Resident				Active	Sep-30-2021	Oct-01-2020



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Liberty Lake General Business - Non-Resident				Active	Jan-31-2022	Jan-29-2021
Moses Lake General Business - Non-Resident	BUS2020-0645			Active	Sep-30-2021	Sep-28-2020
Pasco General Business - Non-Resident	36914			Active	Sep-30-2021	Oct-13-2020
Richland General Business - Non-Resident				Active	Sep-30-2021	Sep-30-2020
Spokane General Business - Non-Resident				Active	Mar-31-2022	Jan-08-2021
Sumner General Business - Non-Resident				Active	Jan-31-2022	Feb-01-2021
Vancouver General Business - Non-Resident				Active	Sep-30-2021	Sep-28-2020
Walla Walla General Business - Non-Resident				Active	Sep-30-2021	Oct-10-2020
Wenatchee General Business - Non-Resident				Active	Sep-30-2021	Sep-28-2020
West Richland General Business - NR				Active	Sep-30-2021	Sep-29-2020

Governing people	Title
SCHOO, DAWN	
SCHOO, NOLAN	▼



COMPINC-06

SLEE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/5/2020

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

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

PRODUCER License # 26480 HUB International Mountain States Limited 2600 Rose Hill Suite 101 Boise, ID 83705	CONTACT NAME: PHONE (A/C, No, Ext): (208) 433-1000 FAX (A/C, No): (866) 898-4905 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: Charter Oak Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED CompuNet, Inc. 505 S Florence St. Grangeville, ID 83530	NAIC # 25674 25615

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		630-2F572289	11/9/2020	11/9/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA0L66165A	11/9/2020	11/9/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3K100505	11/9/2020	11/9/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB7J954544	11/9/2020	11/9/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The city, its agents, officers and employees are additional insureds but only with respect to the company's services to be provided under written agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane Innovation and Technology Services Division 808 W Spokane Falls Blvd. Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion B. Non-Owned Watercraft Less Than 75 Feet C. Aircraft Chartered With Pilot D. Damage To Premises Rented To You E. Increased Supplementary Payments F. Who Is An Insured – Employees And Volunteer Workers – First Aid G. Who Is An Insured – Employees – Supervisory Positions H. Who Is An Insured – Newly Acquired Or Formed Organizations I. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises J. Blanket Additional Insured – Lessors Of Leased Equipment | <ul style="list-style-type: none"> K. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement L. Blanket Additional Insured – Broad Form Vendors M. Who Is An Insured – Unnamed Subsidiaries N. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures O. Medical Payments – Increased Limits P. Contractual Liability – Railroads Q. Knowledge And Notice Of Occurrence Or Offense R. Unintentional Omission S. Blanket Waiver Of Subrogation |
|--|---|

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2., of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION**

I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

- 1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
- 2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

- 3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

- 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

- 4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

- 5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

- 6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for "premises damage"; or

- 7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS

- 1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

F. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – FIRST AID

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

G. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of

your "employees" who hold a supervisory position.

H. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Coverage Form, and Paragraph 3. of **SECTION II – WHO IS AN INSURED** of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

COMMERCIAL GENERAL LIABILITY

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (6) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

M. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

N. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

O. MEDICAL PAYMENTS – INCREASED LIMITS

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

(a) \$10,000; or

- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

P. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;

COMMERCIAL GENERAL LIABILITY

- (iii) A trustee of any trust; or
 - (iv) An executive officer or director of any other organization;
that is your partner, joint venture member, manager or trustee; or
 - (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its

abrupt commencement, this Paragraph e. does not affect that requirement.

R. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

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

05/10/2021

Date Rec'd

4/22/2021

Clerk's File #

CPR 1981-0295

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

MAYOR

Contact Name/Phone

TESSA DELBRIDGE 625-6716

Project #**Contact E-Mail**

TDELBRIDGE@SPOKANECITY.ORG

Bid #**Agenda Item Type**Boards and Commissions
Appointments**Requisition #****Agenda Item Name**

0520 APPOINTMENTS TO PLAN COMMISSION

Agenda Wording

Appoint Jesse Bank and Tim Williams to serve on the Plan Commission to begin on May 12, 2021 and expire on December 31, 2024.

Summary (Background)

Appoint Jesse Bank and Tim Williams to serve on the Plan Commission to begin on May 12, 2021 and expire on December 31, 2024.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

COTE, BRANDY

Study Session\Other**Division Director****Council Sponsor****Finance****Distribution List****Legal**

tdelbridge@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

lmeuler@spokanecity.org

Additional Approvals**Purchasing**

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

05/10/2021

Date Rec'd

4/28/2021

Clerk's File #

CPR 2007-0039

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

TESSA DELBRIDGE 625-6716

Project #**Contact E-Mail**

TDELBRIDGE@SPOKANECITY.ORG

Bid #**Agenda Item Type**Boards and Commissions
Appointments**Requisition #****Agenda Item Name**0520 REAPPOINTMENT TO WEST QUADRANT TIF PROJECT ADVISORY
COMMITTEE**Agenda Wording**

Reappoint Kimberly Lawrence, Kelly Cruz, Amanda Richardson, Vickie Munch, Alan Chatham, Michael Pflieger, Fran Papenleur to a three year term on the West Quadrant TIF Project Advisory Committee to serve from 4/10/2021 to 4/9/2024

Summary (Background)

Reappoint Kimberly Lawrence, Kelly Cruz, Amanda Richardson, Vickie Munch, Alan Chatham, Michael Pflieger, Fran Papenleur to a three year term on the West Quadrant TIF Project Advisory Committee to serve from 4/10/2021 to 4/9/2024

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

COTE, BRANDY

Study Session\Other**Division Director****Council Sponsor****Finance****Distribution List****Legal**

tdelbridge@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kfreibott@spokanecity.org

Additional Approvals**Purchasing**



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

February 22, 2021

City Clerk File No.:
ORD C35924

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35924 – YELLOWSTONE PIPELINE
FRANCHISE (Deferred from January 25, 2021, Current Agenda)

During its 3:30 p.m. Briefing Session held virtually Monday, February 22, 2021, upon review of the March 1, 2021, Advance Agenda, the Spokane City Council took the following action:

Motion by Council Member Kinnear, seconded by Council Member Cathcart, **to defer** Final Reading Ordinance C35924 to April 12, 2021; **carried unanimously (Council Member Stratton absent).**

Terri L. Pfister, MMC
Spokane City Clerk



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

January 25, 2021


City Clerk File No.:
ORD C35924

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35924 – YELLOWSTONE PIPELINE
FRANCHISE (Deferred from November 30, 2020, Advance Agenda)

During its 3:30 p.m. Briefing Session held virtually Monday, January 25, 2021, upon review of the January 25 Current Agenda, the Spokane City Council took the following action:

Motion by Council Member Cathcart, seconded by Council Member Wilkerson, **to defer** Ordinance C35924—granting Yellowstone Pipeline 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—to March 1, 2021; **carried unanimously.**


Terri L. Pfister, MMC
Spokane City Clerk



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

November 23, 2020


City Clerk File No.:
ORD C35924

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35924—YELLOWSTONE PIPELINE
COMPANY FRANCHISE (Deferred from November 2, 2020, Advance Agenda)

During its 3:30 p.m. Briefing Session held virtually Monday, November 23, 2020, upon review of the above-referenced item on the November 30, 2020, Advance Agenda, the Spokane City Council took the following action:

Motion by Council Member Kinnear, seconded by Council Member Cathcart, **to defer** to January 25, 2021, Final Reading Ordinance C35924—Granting Yellowstone Pipeline 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—**carried unanimously.**


Terri L. Pfister, MMC
Spokane City Clerk



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

October 26, 2020

City Clerk File No.:
ORD C35924

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35924—YELLOWSTONE PIPELINE
COMPANY FRANCHISE

During its 3:30 p.m. Briefing Session held virtually Monday, October 26, 2020, upon review of the November 2, 2020, Advance Agenda, the following action was taken:

Motion by Council Member Mumm, seconded by Council Member Stratton, **to defer** Final Reading Ordinance 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—to November 30, 2020; **carried unanimously.**

Terri L. Pfister, MMC
Spokane City Clerk



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

October 5, 2020

City Clerk File No.:
ORD C35924

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35924—YELLOWSTONE PIPELINE
COMPANY FRANCHISE

During its 3:30 p.m. Briefing Session held virtually Monday, October 5, 2020, upon review of the October 12, 2020, Advance Agenda, and after Council discussion, the following action was taken:

Motion by Council Member Cathcart, seconded by Council Member Stratton, **to defer** Final Reading Ordinance 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—to November 2, 2020; **carried unanimously (Council Member Kinnear absent).**

Terri L. Pfister, MMC
Spokane City Clerk



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

September 21, 2020

City Clerk File No.:
ORD C35924

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35924—YELLOWSTONE PIPELINE
COMPANY FRANCHISE

During its 3:30 p.m. Administrative Session held virtually Monday, September 21, 2020, upon review of the September 21 Current Agenda, the Spokane City Council took the following action:

Motion by Council Member Kinnear, seconded by Council Members Cathcart and Stratton, **to defer** Final Reading Ordinance 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—for three weeks (to October 12, 2020); **carried unanimously.**

Terri L. Pfister, MMC
Spokane City Clerk

**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**

PICCOLO, MIKE

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For the Mayor

ORMSBY, MICHAEL

sburns@spokanecity.org

Additional Approvals

Jimmy.R.Greene@p66.com

Purchasing

richard.kuhling@painehamblen.com

kbustos@spokanecity.org

budget@spokanecity.org

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

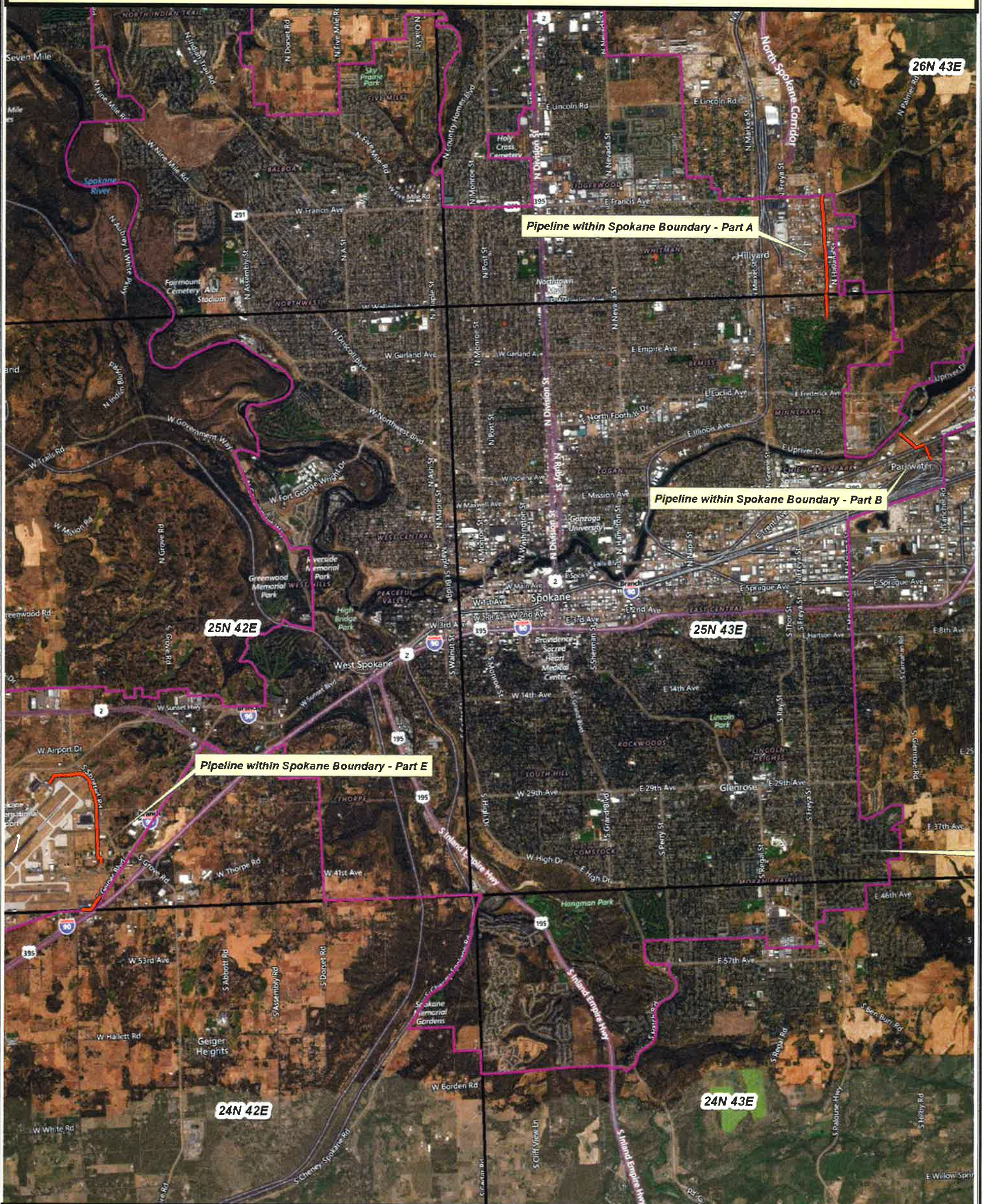


Exhibit A to Ordinance C-35924
Franchise Agreement for Yellowstone Pipe Line Company

— YPL Segments Subject to City of Spokane Franchise Agreement
— SpokaneMunicipalBndy

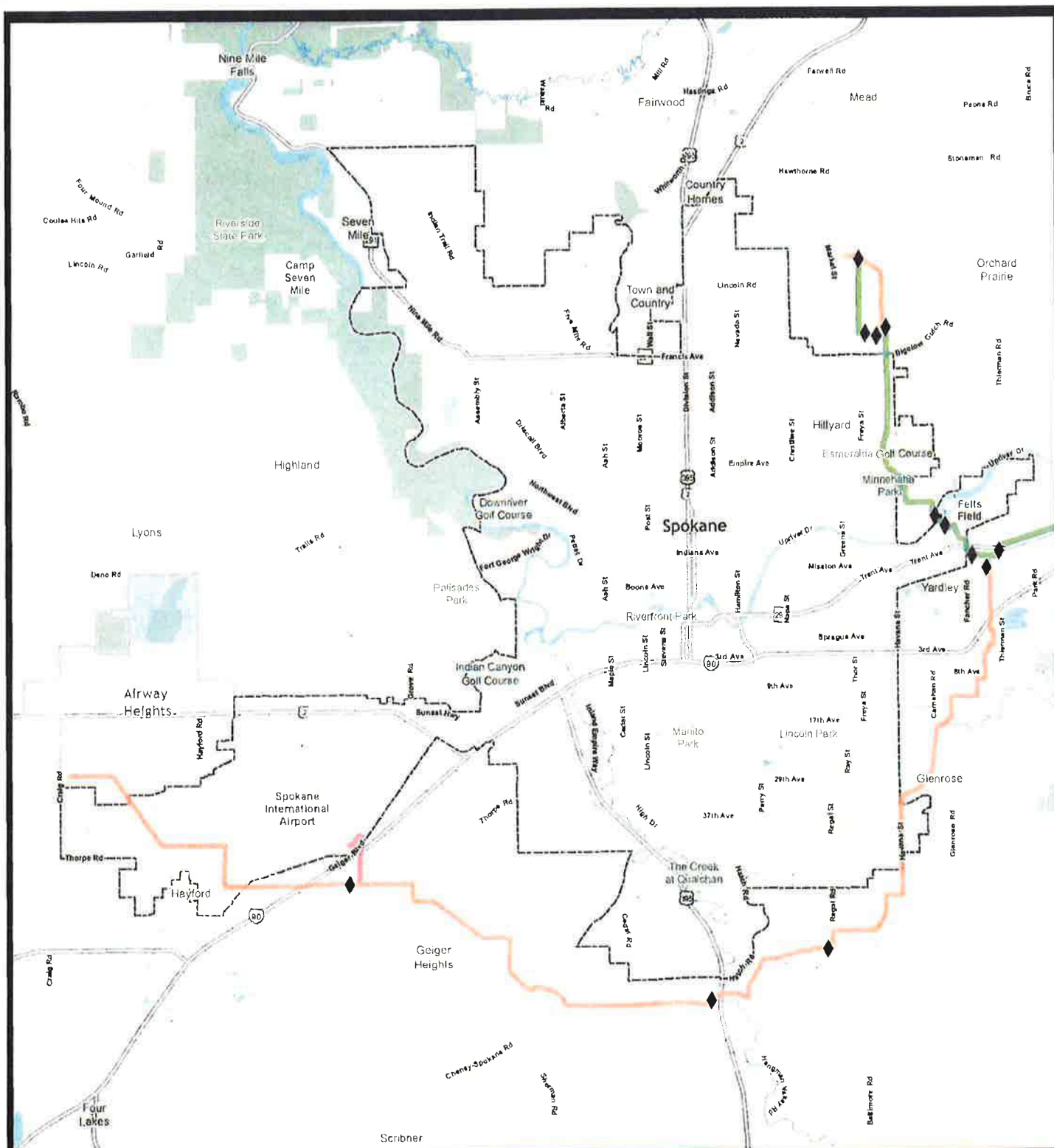
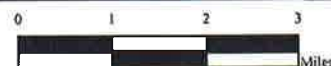


Exhibit C Emergency Flow Reduction Valves

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:
05/03/2021

<u>Date Rec'd</u>	4/21/2021
<u>Clerk's File #</u>	ORD C36045
<u>Renews #</u>	

<u>Submitting Dept</u>	ACCOUNTING	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MICHELLE HUGHES X 6320	<u>Project #</u>	
<u>Contact E-Mail</u>	MHUGHES@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	5600-ORDINANCE REPEALING CAPITAL FUND ACCOUNTS		

Agenda Wording

Closure of fund 1600, 1900, & 3101 to the Asset Management fund

Summary (Background)

In reviewing the City's funds during the 2020 financial reporting process, three funds have been identified with fund balance and zero expenditures over consecutive years. This ordinance will allow closure of these fund and transferred to the Asset Management fund to be utilized for capital expenditures. A future SBO will be needed in order to expend the funds.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ \$140,622.00	<u>Budget Account</u>	# Funds 1600, 1900, and 3101
Revenue	\$ \$140,622.00	# Asset Mgmt Fund	
Select	\$	#	
Select	\$	#	

Approvals

Dept Head HUGHES, MICHELLE

Division Director STOPHER, SALLY

Finance HUGHES, MICHELLE

Legal PICCOLO, MIKE

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Purchasing

Council Notifications

Study Session\Other F&A 4-19-2021

Council Sponsor CM Wilkerson

Distribution List

twallace@spokanecity.org;
mhughes@spokanecity.org
pingiosi@spokanecity.org; kbustos@spokanecity.org
ablain@spokanecity.org

Briefing Paper

Division & Department:	Finance
Subject:	Ordinance Repealing Capital Fund Accounts
Date:	4/19/21
Contact (email & phone):	Michelle Hughes mhughes@spokanecity.org
City Council Sponsor:	CM Wilkerson
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Closure of fund 1600, 1900, & 3101 to the Asset Management fund
Background/History:	
<p><i>In reviewing the City's funds during the 2020 financial reporting process, three funds have been identified with fund balance and zero expenditures over consecutive years. This ordinance will allow closure of these fund and transferred to the Asset Management fund to be utilized for capital expenditures. A future SBO will be needed in order to expend the funds.</i></p>	
Budget Impact:	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A was approved in 2018 Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO. C36045

An ordinance relating to reserve accounts, closing certain internal financial funds and repealing SMC sections 7.08.109 and 7.08.115.

WHEREAS, in reviewing the City's funds during the 2020 financial reporting process, three funds have been identified with fund balance and zero expenditures over consecutive years; and

WHEREAS, this ordinance will close these three funds, amend the Spokane Municipal Code accordingly, and transfer the remaining balances into the Asset Management Fund.

Now, Therefore, the City of Spokane does ordain:

Section 1. That the following funds be closed:

Fund 1600 Capital Improvement Program Fund (Ord. No. C34024 Section 1)

Fund 1900 Cumulative Reserve Fund (Ord. No. C34024 Section 1)

Fund 3101 Improvement Project Construction Fund 2001(Ord. No. C34024 Section 1).

Section 2. That SMC sections 7.08.109 and 7.08.115 be repealed.

Section 3. That the remaining fund balance of \$140,622.00 from Fund 1600, Fund 1900 and Fund 3101 be transferred to the Asset Management Fund pursuant to a special budget ordinance to be used for capital outlay.

PASSED BY THE CITY COUNCIL ON _____, 2021.

Council President

Attest:

Approved as to form:

Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
05/10/2021

Date Rec'd	4/27/2021
Clerk's File #	ORD C36047
Renews #	

Submitting Dept	DSC, CODE ENFORCEMENT &	Cross Ref #	
Contact Name/Phone	KRIS BECKER 6392	Project #	
Contact E-Mail	KBECKER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	SPOKANE MUNICIPAL CODE PARKING ORDINANCE AND FEE SCHEDULE		

Agenda Wording

Ordinance related to Spokane Municipal Code for Parking and related fee schedule. This code combines industry best practices and relies on established Washington State codes (RCWs) to be consistent. It allows for a performance-based management system

Summary (Background)

The Spokane Municipal Code relating to Parking has been developed over many years by multiple departments and entities; but it has not been looked at holistically for some time. The code related to Parking was reviewed over a one-year period with a large stakeholder group. The Parking Advisory Committee then reviewed the code revisions in September and October of 2020. Outdated/ conflicting language has been revised, code language has been future proofed, and minor code clean-up has been...

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session\Other</u>	Finance and
<u>Division Director</u>	BECKER, KRIS	<u>Council Sponsor</u>	CM Stratton & CM
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	kbecker@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	jwest@spokanecity.org	
<u>Additional Approvals</u>		jray@spokanecity.org	
<u>Purchasing</u>		mwilliams@spokanecity.org	
		tszambelan@spokanecity.org	
		mmuramatsu@spokanecity.org	
		cgoe@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

...setting specific occupancy targets for on-street parking, setting minimum and maximum hourly parking rates for on-street parking, and setting thresholds for action as well as the amount that rates can be lowered or raised per rate adjustment.

Summary (Background)

...accomplished. Industry best practices have been incorporated into the parking regulations to improve City operations and new language has been included to support the implementation of the Downtown Parking Study. Fines for parking violations will be adjusted and the code language has been clarified to eliminate enforcement gaps.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

mvanderkamp@spokanecity.org

ORDINANCE NO. C36047

AN ORDINANCE relating to parking municipal codes amending SMC sections 08.02.065, 08.02.083, 12.06A.040, 16A.61.550, 16A.61.564, 16A.61.567, 16A.61.570, 16A.61.5703, 16A.61.787; adopting new chapters SMC 16A.05, 16A.06, 16A.07 and a new section 16A.04.100 to chapter 16A.04 of the Spokane Municipal Code; and repealing SMC 16A.04.010, 16A.04.020, 16A.04.030, 16A.04.040, 16A.04.050, 16A.04.055, 16A.04.060, 16A.04.070, 16A.04.080, 16A.61.381, 16A.61.560, 16A.61.561, 16A.61.562, 16A.61.563, 16A.61.565M 16A.61.566, 16A.61.5701, 16A.61.5702, 16A.61.5704, 16A.61.5705, 16A.61.5706, 16A.61.5707, 16A.61.5708, 16A.61.575, 16A.61.577, 16A.61.581, 16A.61.582, 16A.61.583, 16A.61.589, 16A.61.590, 16A.61.5902, 16A.61.5903, 16A.61.5904, 16A.61.5906, 16A.61.5908, 16A.61.5910, 16A.61.5914, 16A.61.5916, 16A.61.5918, 16A.61.5921, 16A.61.5922, 16A.61.5924, 16A.61.790 and setting an effective date.

WHEREAS, City Council adopted the 2019 Downtown Parking Study by resolution (RES 2019-0088) on October 14, 2019; the study included recommendations to update the Spokane Municipal Code related to Parking, and those recommended strategies included establishing goals and objectives to guide our efforts; maximizing the use of our current parking supply; updating our permit programs and event policies; investing in our parking system to modernize it; make parking simple to find and payment easy; updating City policy and zoning code to support long term growth and multimodal travel downtown; and reduce parking demand over time, and;

WHEREAS, the City wants code that combines industry best practices and relies on established Washington State codes (RCWs) to be consistent, and;

WHEREAS, the City desires code to allow for a performance-based management system; setting specific occupancy targets for on-street parking, setting minimum and maximum hourly parking rates for on-street parking, and setting thresholds for action as well as the amount that rates can be lowered or raised per rate adjustment, and;

WHEREAS, the Parking Advisory Committee reviewed and considered the proposed code changes in 2020, and; --- Now, Therefore,

The City of Spokane does ordain:

Section 1. That SMC section 08.02.065 is amended to read as follows:

08.02.065 Streets and Airspace

A. The fees in connection with skywalks are:

1. Seven thousand one hundred sixty dollars for the application to the hearing examiner.
2. Three hundred thirty-five dollars for annual inspection; and
3. Two thousand two hundred ninety dollars for renewal if the renewal is sought within twenty years from date of issuance of the permit.

For the use of public airspace other than pedestrian skywalk, the fee will be as provided in the agreement.

B. [Deleted]

C. The fee for a street address assignment as provided in [SMC 17D.050A.100](#) is ten dollars. The fee for a street address change is twenty-five dollars.

D. The street obstruction permit fees are as follows. All fees are minimum charges for time periods stated or portions of said time periods:

1. when the public way is obstructed by a dumpster or a temporary storage unit the fee is one hundred dollars per fifteen-day period.
2. for long-term obstruction (longer than twenty-one days) in the central business district or other congested area the fee is twenty cents per square foot of public right-of-way obstructed for each month period. The director of engineering services may adjust these boundaries in the interests of the public health, safety, and convenience, considering the need to promote traffic flows and convenience in administrative enforcement needs.
3. for an obstruction not provided for in subsections (1) or (2) of this section, the fees are stated below:
 - a. When the public way is excavated for:
 - i. the first three working days: One hundred dollars;
 - ii. each additional three-working-day period: Forty dollars.
 - b. When no excavation for:
 - i. the first three days: Twenty-five dollars per day;
 - ii. each additional three-day period: Forty dollars.
 - c. Master annual permit fee set by the Development Services Center manager based on a reasonable estimate of the expense to the City of providing

permit services. Permit fees are payable at least quarterly. If a master annual permit fee is revoked, the party may apply for a refund of unused permit fees;

4. a ~~((parking meter))~~ revenue loss ~~((fee of thirteen dollars per meter per day within the City central business district and six dollars fifty cents per meter per day for all other meters shall be paid for each meter))~~ affected by an obstruction of the public right-of-way shall be equivalent to the maximum daily rate for each space obstructed in the Paid Parking Zone (defined in [SMC 16A.04.100\(K\)](#)). Current Paid Parking Zone rates can be found on the City's website ([SMC 08.02.084\(B\)\(8\)](#));
5. a charge of five hundred dollars is levied whenever a person:
 - a. does work without a required permit; or
 - b. exempt from the requirement for a permit fails to give notice as required by [SMC 12.02.0740\(B\)](#);
6. a charge of two hundred fifty dollars is levied whenever a permittee does work beyond the scope of the permit;
7. no fee is charged for street obstruction permits for activities done by or under contract for the City.

E. The review fee for a traffic control plan is fifty dollars.

F. The fee for a building moving permit is one hundred dollars, which shall be waived for the moving of a building which is an historic landmark or a contributing building located within an historic district.

G. The annual permit fee for applicators of road oil or other dust palliatives to public ways and places of public travel or resort is one hundred dollars. A contractor must notify the department of engineering services in accordance with [SMC 12.02.0740\(B\)](#).

H. Street vacation application fee is four hundred dollars.

I. The fees for approach permits are:

1. For a commercial driveway: Thirty dollars; and
2. For a residential driveway: Twenty dollars.

Section 2. That SMC section 08.02.083 is amended to read as follows:

08.02.083 Fees & Charges

A. ~~((Commercial Loading Zones~~

~~The fee for a permit and identifying decal authorizing a commercial vehicle to occupy a loading zone is:)) Fees for services related to parking provided through the City of Spokane's Development Services Center, Code Enforcement and Parking Services Department, and penalties for traffic infractions provided by schedules adopted by court rule, or as specifically provided in [Title 16A SMC](#) or state statute shall be posted under the City of Spokane Parking Fee Schedule as established by City Council resolution. The City of Spokane Parking Fee Schedule shall be posted on the City's website.~~

~~((1. — one hundred dollars per year,~~

~~2. fifty dollars for the rest of the year when issued after June 30th,~~

~~3. fifteen dollars for a single occasion permit,~~

~~4. fifteen dollars for a transfer.))~~

B. ~~((Special Loading Zones.~~

~~A special loading zone is a temporary loading zone created by placement of an authorized parking meter bag. Special loading zones are reserved only for vehicles being used for the purpose for which the parking meter bag has been issued. The rates for parking meter bags, in addition to a twenty-five dollar returnable bag deposit, are:)) The Parking Manager shall review and update the City of Spokane Parking Fee Schedule and bring it to City Council for approval on an annual basis.~~

~~((1. Commercial:))~~

~~((a. — Quarterly: Three hundred fifty dollars per bag.~~

~~b. Monthly: One hundred twenty-five dollars per bag.~~

~~c. Daily: Fifteen dollars per bag.))~~

~~((2. News Media — Annually.~~

~~One thousand dollars for the first bag and five hundred dollars for each additional bag.))~~

~~((3. Charitable Nonprofit — Annually.~~

~~Sixty dollars per month per bag, with a maximum of two bags.))~~

C. ~~((Removal of Parking Meters.~~

~~The fee charged a contractor for removal and reinstallation of a parking meter to accommodate construction work is sixty dollars.)) Paid Parking Zone Rates.~~

1. It is the intent of the City Council to establish a target occupancy rate of eighty-five percent for all Paid Parking Zone spaces within the City of Spokane. Occupancy rate refers to the percentage of Paid Parking Zone spaces that are occupied by vehicles. The establishment of the target occupancy rate of at least eighty-five percent is based on well-accepted planning studies as well as the example of other municipalities. The City Council finds that the establishment of the target occupancy rate of eighty-five percent is an effective strategy for managing on-street parking and congestion.
2. The City Council establishes a range of time limits from fifteen minutes to eleven hours. The parking manger shall set the time limit of each parking zone, consistent with achieving the at least eighty-five percent target utilization rate, based upon parking occupancy data and community input.
3. Parking rates to be charged at parking payment devices, for parking in city rights-of-way and other city-controlled parking areas under the jurisdiction of the City of Spokane shall be within rate limits established by this section. Rates may vary according to location, time of day, length of stay, maximum parking time allowed, the capabilities of available parking payment devices, and any other factors the Parking Manager determines are pertinent.
4. The Parking Manager is authorized to set parking rates up to the "Maximum Hourly Rate" of \$3.00 per hour as set forth on the City of Spokane Parking Fee Schedule. When parking rates are in effect, parking rates shall be set no lower than the "Minimum Hourly Rate" of \$0.50 per hour as set forth on the City of Spokane Parking Fee Schedule.
5. The Parking Manager shall establish on-street parking rates and shall adjust parking rates higher (up to the maximum hourly rate) or lower (as low as the minimum hourly rate) in established paid parking zones based on the established target occupancy rate of at least eighty-five percent.
6. The Parking Manager may adjust the parking fee by increments no larger than fifty cents per hour.
7. Parking rates may be adjusted no more frequently than twice per fiscal year.
8. Current parking rates shall be posted to the City's website.

~~((D.—Parking Meters~~

- ~~1. The fee for parking in a metered space depends upon the time limit and location. The fees are indicated on the meters. The fees for parking in a metered space are:
 - a. ~~Thirty-minute space: Sixty cents per thirty minutes.~~~~

- ~~b. Two-hour space: One dollar twenty cents per hour.~~
 - ~~c. Four-hour space: Eighty cents per hour.~~
 - ~~d. All-day space: Forty cents per hour.~~
- ~~2. The coin or combinations of coins accepted by the meter will be indicated by a sign or legend for each space. Coins of denominations greater than the fee for the space may be accepted for the convenience of the motorist.~~

~~E. Motor Vehicle Violations.~~

- ~~1. The penalties for traffic infractions are provided by schedules adopted by court rule, or as specifically provided in Title 16A SMC or state statute.~~
- ~~2. Unless otherwise provided, the basic penalties for parking infractions are:~~
 - ~~a. two hundred fifty dollars for disabled parking violations (SMC 16A.61.381);~~
 - ~~b. ten dollars for parking at a meter beyond the maximum time provided for that metered space (feeding meter) (SMC 16A.61.5914);~~
 - ~~c. fifteen dollars for expired meter parking (SMC 16A.61.5910);~~
 - ~~d. one hundred dollars for parking at a space reserved with a parking meter bag within the entertainment parking district Cross reference: SMC 16A.61.5903;~~
 - ~~e. two hundred fifty dollars for parking in a taxicab stand as described in SMC 16A.61.5705;~~
 - ~~f. Violation of bag use: Meter bag applicants and users must limit the use of bags to the purpose for which the bag is issued. Violation of proper parking meter bag use shall result in the bag being removed from the meter, cancellation of the permit, and forfeiture of the bag deposit as provided in SMC 16A.61.5703(H). No meter bags may be issued to an applicant or user who has not paid all fees and fines or is otherwise in violation of conditions of bag use. Additional penalties will be assessed on repeat offenders within the same calendar year as follows:~~
 - ~~i. Second violation: Fifty dollars.~~
 - ~~ii. Third violation: One hundred dollars.~~
 - ~~iii. Fourth and additional violations: Two hundred dollars per violation.~~

~~g. thirty dollars for all others.~~

~~3. The additional penalty for failure to respond to a notice of traffic violation or parking infraction is twenty-five dollars.~~

~~4. There are, in addition, penalty assessments provided by state law.~~

~~F. Towing and Impound.~~

~~Towing, storage, and related fees and charges by registered disposers are prominently posted on the disposers' premises but are not directly regulated by the City. Some rates may be fixed by contract.~~

~~G. Criminal Violations.~~

~~The penalties for criminal traffic violations are as provided in the state traffic code.~~

~~H. Accident Reports.~~

~~The fee for furnishing copies of accident reports required by chapter 46.52 RCW is as fixed from time to time by the mayor as provided in SMC 8.02.011.~~

~~I. Junk Vehicle Affidavit.~~

~~The fee for furnishing a junk vehicle affidavit (hulk slip) is ten dollars.~~

~~J. Motorist Information Signs.~~

~~The fees for follow-through signs from the freeway to the motorist service business are:~~

~~1. Fifty dollars as the application processing fee.~~

~~2. One hundred dollars as the installation fee for each sign installed.~~

~~3. Actual cost for purchasing the signs from the Washington department of transportation.~~

~~4. Actual cost for maintenance, repairs, and replacement; and~~

~~5. Fifteen dollars as an assignment fee to transfer the permit to a new owner or operator.~~

~~K. Golf Cart Registration Decal.~~

~~The fee for an annual golf cart registration decal is fifty dollars.~~

~~L. Scofflaw List Administrative Fee.~~

~~The fee for vehicles added to the scofflaw list is twenty five dollars~~

~~M. Immobilization Administrative Fee.~~

~~The fee for immobilizing a vehicle is fifty dollars~~

~~N. Residential Parking Passes.~~

~~The fee for a residential parking permit is twenty five dollars per month.))~~

Section 3. That SMC section 12.06A.040 is amended to read as follows:

12.06A.040 Rules and Regulations

The Park Board has established rules governing behavior on park property, and such rules may be enforced consistent with this ordinance.

Except when done in places designated and in the manner prescribed by rule, regulation or special permission of the park board or department:

A. Park Grounds and Maintenance

1. No person may cut, trim, tag or in any way tamper with the trees or landscaping, or dig, stake, pierce or penetrate the ground of any park.

B. Vehicles and Watercraft

1. No person may ride or drive any motor vehicle in Riverfront Park without express permission from the director of the parks department or his or her designee. Nothing in this section shall be construed as prohibiting the use of electric scooters, electric bicycles or other personal electric mobility devices in Riverfront Park.
2. No person may drive or ride any vehicle or animal on the grass or in any areas of the park other than designated drives, ways, boulevards or paths. Nothing in this section shall be construed as prohibiting a person from riding a mountain bike on established paths and trails in natural/conservation/undeveloped areas.
3. No person may park outside designated parking areas. Cars parked in turf areas, parked overnight or left for multiple days in parking lots may be deemed unauthorized pursuant to ((SMC 16A.61.577)) [SMC 16A.07.060](#) and impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction.
4. No person may operate or drive any vehicle, including bicycles, skateboards and roller skates, in a manner which is likely to endanger persons and/or property.
5. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon any pond in a park or the Spokane River at any point between the west line of the Division Street Bridge and the west line of the Monroe Street Bridge.

C. Speed

1. No person may ride or drive a vehicle at a speed in excess of five miles per hour in Riverfront Park.
2. At all parks other than Riverfront Park, no person may ride or drive a vehicle at a speed in excess of fifteen miles per hour unless otherwise posted.

D. Games and Athletics

1. No person may engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any park, except by permission of the director of the parks department or his or her designee.
2. No person may play or practice any game that involves the running or the throwing or hitting of a ball or other projectile such as golf, archery, hockey, tennis or baseball, when and where such activity is likely to be dangerous.
3. No person may operate remote controlled vehicles, unmanned air systems or other hobby craft in a manner that is dangerous to persons or property.
4. Swimming pools, wading pools, golf courses, softball diamonds and basketball courts may be used only during hours designated by the director of the parks department or his or her designee.

E. Animals

1. No person may allow any animal to run at large in any park or enter any pond, pool, fountain or stream thereof except within a designated off-leash area. A violation of this section is a class 4 civil infraction.
2. All persons bringing pets to a park must provide for the disposal of animal waste from their pets. Failure to do so is a class 4 infraction.
3. No person may tease, annoy, disturb, attack, catch, injure, or kill, throw stones or any object at, or strike with any stick or weapon, any animal, bird, fowl or other wildlife in any park.
4. Fishing shall be allowed in rivers and creeks adjacent to parks, but shall not be allowed in the ponds of any park.
5. No person may feed any wildlife in any park. A violation of this section is a class 4 civil infraction.

F. Drugs and Alcohol

1. Except as specifically authorized by the director of the parks department or his or her designee, no person shall open the package containing liquor or consume liquor in a public park. A violation of this section is a class 3 civil infraction.
2. As provided in RCW 69.50.445, it is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, in any park. A violation of this section is a class 3 civil infraction.
3. For the safety and protection of all park users, the use and distribution of drug paraphernalia is prohibited in city parks. In addition to penalties provided in state or local law, violators shall be subject to exclusion from one or more city parks for one year.

G. Weapons and Projectiles

1. Any person who possesses a dangerous weapon as defined in RCW 9A.01.020 is guilty of a gross misdemeanor, except when lawfully carrying firearms consistent with state law.
2. No person may shoot, fire, throw or explode any fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.

H. Food

1. Except as provided in [SMC 10.51.040\(A\)](#), no person may sell food inside or adjacent to a park without first obtaining the following:
 - a. Written authorization from the director of the parks department, or his or her designee, to vend at a particular location or locations, as required by [SMC 10.51.070](#) and [SMC 17C.390.030](#); and
 - b. A valid a mobile food vendor's permit as required by [SMC 10.51.010](#).

I. Events

1. Special events held in a city park require a park reservation and must also be authorized by a special event permit issued by the director of the parks department under the procedures and requirements for special events as provided in [Chapter 10.39 SMC](#).
2. Regardless of whether an event requires a special event permit, park reservations are required to reserve park space and to serve or distribute food for groups of

over fifteen people. There is no cost to submit reservation application for events that do not include the use of a shelter, but the application requires the submission of a clean-up plan and may be subject to cost recovery for the actual costs of clean-up by park employees.

J. Other Uses of Park Property and Facilities

1. No person may use or occupy park property to sleep, store property or for any other purpose when done in a manner that obstructs or prevents others from its use and enjoyment. A violation of this provision is a misdemeanor.
2. No person may build a fire in a park during official burn bans or where fire restrictions are otherwise imposed. All fires must be contained to designated fireplaces and park-supplied barbecue pits.
3. Where the park board has provided for the collection of fees, rents or charges for the use of park facilities, including municipal golf courses, no person may enter upon or use such park facilities without paying such required fees, rents or charges.
4. No person may be in a City park during the hours of closure without the express permission of the director of the parks department or his or her designee. All City parks shall be closed from ten p.m. to six a.m., except Riverfront Park, which shall be closed from midnight to six a.m. throughout the year.
5. No person may sell or barter any goods or services without prior permission of the director of the parks department or his or her designee.

K. No person may violate such rules and regulations as may from time to time be promulgated by the park board or the director of parks and recreation pursuant to and in supplementation of the City Charter and this code.

Section 4. That SMC section 16A.61.550 is amended to read as follows:

16A.61.550 Violations as Traffic Infractions

Failure to perform any act required or the performance of any act prohibited by this Chapter relating to traffic including but not limited to ~~((parking, standing, stopping and))~~ bicycle and pedestrian offenses is designated as a traffic infraction and may not be charged as a criminal offense.

Section 5. That SMC section 16A.61.564 is amended to read as follows:

16A.61.564 ~~((Parking Restricted for))~~ Snow Removal or Other Street Needs

- A. ~~((It is unlawful for any person to))~~ No person shall park, or leave parked, a vehicle upon any street or highway within the City of Spokane after public notice has been given by the City by way of press, radio, and/or television, or by other notice to the occupants in the neighborhood, that the City intends to remove snow there from.
- B. ~~((It is unlawful for any person to))~~ No person shall park, or leave parked, a vehicle upon any street or highway within the City of Spokane after public notice has been given by the City by way of press, radio, and/or television, or by other notice to the occupants in the neighborhood, that street construction, sweeping, maintenance or repair, building relocations/moves or special permitted events that will take place in the street.
- ~~((C. — A vehicle parked in violation of this section may be impounded and towed away by the City or the City's contractor.))~~

Section 6. That SMC section 16A.61.567 is amended to read as follows:

16A.61.567 Prohibited Parking Practices

- ~~((A. — No person shall stand or park a vehicle upon any roadway for the purpose of displaying it for sale or for advertising purposes, or for lubricating or repairing the vehicle, except repairs necessitated by emergency.~~
- ~~B. No person may park a vehicle displaying vehicle registration tabs which have been expired for more than forty-five days upon any public street. Violation may result in immediate impound pursuant to RCW 46.55.240.))~~
- ~~((C.))~~ No person may park a vehicle with registration tabs improperly displayed upon any public street. Proper display of tabs is pursuant to WAC 308-96A-295, where tabs depicting the current registration expiration month and year must be displayed on the rear vehicle license plate in the area designated on the license plate.

Section 7. That SMC section 16A.61.570 is amended to read as follows:

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

- ~~((A. Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, no person shall:~~
- ~~1. stop, stand, or park a vehicle partly or completely:~~
 - ~~a. on the roadway side of any vehicle stopped or parked at the edge or curb of a street;~~

- ~~b. on a sidewalk, street planting strip, or pedestrian strip, as defined in SMC 12.01.0804;~~
 - ~~c. within an intersection;~~
 - ~~d. on a crosswalk;~~
 - ~~e. between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless official signs or markings indicate a different no-parking area opposite the ends of a safety zone;~~
 - ~~f. alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;~~
 - ~~g. upon any bridge or other elevated structure upon a highway or within a highway tunnel;~~
 - ~~h. on any railroad tracks;~~
 - ~~i. in the area between roadways of a divided highway including crossovers; or~~
 - ~~j. at any place where official signs prohibit stopping, standing, or parking in violation of the restrictions of said sign.~~
 - ~~k. in a bicycle lane that has been indicated by signage or striping.~~
2. ~~stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:~~
- ~~a. in front of a public or private driveway, public alley, or within five (5) feet of the end of the curb radius leading thereto;~~
 - ~~b. within fifteen (15) feet of a fire hydrant;~~
 - ~~c. within twenty (20) feet of a marked crosswalk;~~
 - ~~d. within thirty (30) feet upon the approach to any flashing signal, stop sign, yield sign, or traffic control signal located at the side of a roadway;~~
 - ~~e. within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station, within seventy-five (75) feet of the entrance when properly signposted;~~

- ~~f. at any place where official signs prohibit standing or parking in violation of the restrictions of said signs; or~~
 - ~~g. in a no-parking area at Spokane International Airport as designated by the airport board.~~
- ~~3. park a vehicle, whether occupied or not, except momentarily for the purpose of and while actually engaged in loading or unloading property or passengers:~~
 - ~~a. within fifty (50) feet of the nearest rail of a railroad crossing, or~~
 - ~~b. at any place where official signs prohibit or limit parking in violation of the restrictions of said sign.~~
- ~~B. Parking or standing shall be permitted in the manner provided by law at all other places, except a time limit may be imposed or parking restricted at other places, but any limitation and restriction shall be by City ordinance or County resolution or order of the secretary of transportation upon highways under their respective jurisdictions.))~~
- ~~((C.)) No person shall move a vehicle not lawfully under his control into any prohibited area or away from a curb a distance that is unlawful.(RCW 46.61.570(3)).~~
- ~~((D. It shall be unlawful for any person to reserve or attempt to reserve any portion of a highway for the purpose of stopping, standing or parking to the exclusion of any other like person, nor shall any person be granted this right.~~
- ~~E. Violation of SMC 16A.61.570(A)(1) or (2) may result in immediate impound if the vehicle impedes safe passage or poses a threat to public safety.~~
- ~~F. Violation of SMC 16A.61.570(A)(2)(f) with tow away signage posted may result in immediate impound.~~
- ~~G. Violation of RCW 46.16A.030 (Registration and display of plates required—Penalties—Expired registration, impoundment) may result in immediate impound.))~~

Section 8. That SMC section 16A.61.5703 is amended to read as follows:

16A.61.5703 ((Commercial)) Special Loading Zones

~~((A. Occupying Commercial Loading Zone—When Prohibited.~~

~~It is unlawful for any vehicle, other than an authorized and identified vehicle that is then and there being used in commerce or trade, to occupy any commercial loading zone within the City during the hours indicated on the signs marking the zones.~~

~~Violation may result in immediate impound if the vehicle impedes the authorized use of the zone and tow away signage is posted.~~

~~B. Permit for Authorized Vehicles — Conditions for Issuance.~~

~~Permits for authorized vehicles shall be issued by the City upon application therefore and the paying of the fee as established in SMC 8.02.083. The application for the permit shall identify the vehicle and owner thereof as is set out in the Washington State vehicle registration certificate for the vehicle; the license plate number thereof; the name and nature of the business performed in commerce or trade to which use the vehicle has been assigned; a statement by the owner, or authorized agent thereof, that the vehicle is a commercial vehicle and is used exclusively for commercial purposes during business hours of eight a.m. to six p.m.~~

~~C. Permit.~~

~~The permit shall have an exclusive file number; contain the name and address of the owner and the identification of the vehicle as is set out in the Washington State vehicle registration certificate for the vehicle; the license plate number thereof; the name and nature of the business performed in commerce or trade to which use the vehicle has been assigned; and shall be present within or upon the vehicle at all times when occupying a commercial loading zone, and shall be displayed to any officer or person authorized to enforce the parking laws of the City upon request therefore.~~

~~D. Identifying Sign.~~

~~The City shall issue to the applicant, with the permit, an identifying decal which shall be prominently displayed on the vehicle for which it was issued, in the vehicle's front windshield at the lower left-hand corner. The identifying decal shall be in the form prescribed by regulation by the street director.~~

~~E. Out-of-state Vehicles — Permits.~~

~~Any vehicle licensed and registered in a state other than the State of Washington will qualify for a permit by providing in the application therefore the identifying information that would be required and provided in a Washington State vehicle registration certificate.~~

~~F. Permit — Annual — Special Permits.~~

~~Each permit issued shall be valid until December 31st of the year in which it was issued except that the street director, in limited and exceptional circumstances involving a vehicle performing a commercial service that is isolated and limited to a single occasion, may issue a special permit for a period not to exceed twenty-four hours.~~

~~G. Use of Loading Zones — Time Limitations.~~

- ~~1. Commercial loading zones shall be for exclusive use by commercial vehicles in loading and unloading commodities in trade or commerce during the hours indicated on the signs marking the zones. During these hours the zones are designated as commercial loading zones. At all other hours and times loading zones shall be for general use under the parking regulations applicable to the district in which they are located.~~
- ~~2. No vehicle shall occupy a commercial loading zone other than for expeditious loading and unloading of commodities. No vehicle shall occupy a commercial loading zone for more than thirty consecutive minutes; provided the street director may grant special permission in exceptional cases requiring additional time for loading and unloading.))~~

~~((3.))~~ A. Permits for creating special loading zones for use by commercial vehicles and vehicles while engaged in services in conjunction with public utilities, construction and maintenance, and special parking zones for use by official clearly identifiable news media vehicles and clearly identified vehicles of charitable nonprofit service organizations and vehicles qualifying for an Entertainment Parking District (EPD) privilege as provided in ~~((16A.61.5903))~~ [SMC 16A.04.100\(G\)](#) may be issued by the ~~((street director))~~ Parking Manager, in accordance with rules and regulations established by the ~~((director))~~ Parking Manager.

~~((4.))~~ B. ~~((Parking meter bags provided by the street director))~~ An approved special loading zone shall be established and designated by meter hood, temporary sign(s), barricade(s), or other device approved by the Parking Manager ((shall be)) and used by the permittees to create, in the case of commercial vehicles, a special loading zone in a regular parking space for a time period normally not exceeding thirty minutes for the purpose of expeditiously loading and unloading commodities, and in the case of news media vehicles a special parking zone in a regular parking space for a period normally not exceeding one hour for the purpose of news reporting activities, and in the case of charitable nonprofit service organizations a special parking zone in a regular parking space for a period normally not exceeding one hour for the purpose of performing charitable services for the benefit of the inhabitants of the City. ((Use of EPD bags by qualifying vehicles shall not exceed the time necessary to support the operational and parking needs to support an entertainment venue. The parking meter bags in this subsection shall not be placed on meters in loading or restricted zones or on meters of less than a one-hour time limit and shall contain thereon a card which identifies the permittee and the date and time of placement of the bag. Parking meter bags shall be locked in place by the permittee.))

C. Use of EPD special loading zones by qualifying vehicles shall not exceed the time necessary to support the operational and parking needs to support an entertainment venue.

D. Special loading zones shall not be established in loading or restricted zones or in paid parking zone spaces of less than a one-hour time limit and shall contain thereon a card which identifies the permittee and the date and time of the special loading zone.

~~((5.))~~ E. Vehicles lawfully parked at ~~((metered spot))~~ a paid parking space in a special loading zone at the time a ~~((meter bag is placed))~~ special loading zone is established are not in violation of this section until the applicable parking time for the vehicle has expired.

F. EPD special loading zones are only valid within the EPD. Permittees of EPD special loading zones are responsible to designate unauthorized vehicles to an authorized law enforcement officer and must agree to indemnify and hold harmless the City and its agents against all loss or liability because of a wrongful impound or any claims related thereto.

~~((H.))~~ G. Violation of proper ~~((parking meter bag))~~ special loading zone use shall result in the ~~((bag))~~ meter hood, temporary sign(s), barricade(s), or other device approved by the Parking Manager being removed from the ((meter)) space, cancellation of the permit, and forfeiture of ((the bag)) any deposit. Rates to be charged for ~~((parking meter bags))~~ special loading zones shall be as set out in ~~((SMC 8.02.083))~~ the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)).

~~((I. An official vehicle of the United States Postal Service will be regarded as an "authorized and identified" vehicle while occupying a commercial loading zone for the purpose of mail delivery or collection for up to fifteen minutes.))~~

Section 9. That SMC section 16A.61.5703 is amended to read as follows:

16A.61.787 Sidewalk Riding and Parking Regulated

A. No person may ride a bicycle or non-motorized vehicle upon any sidewalk or other pedestrian way within the retail ~~((zone of the congested-))~~ district of the City as defined by ~~((SMC 16A.04.010 and SMC 16A.04.020))~~ [SMC 16A.04.100\(E\)](#) and [SMC 16A.04.100\(U\)](#), provided that nothing contained herein shall be construed to prohibit the riding of a bicycle or non-motorized vehicle upon any sidewalk or other pedestrian way within any area other than the retail ~~((zone of the congested-))~~ district of the City.

B. Whenever any person is riding a bicycle or non-motorized vehicle upon a sidewalk or other pedestrian way of the City, the persons shall yield the right-of-way to all pedestrians and shall give an audible signal before overtaking and passing any pedestrian.

C. Whenever any person is riding a bicycle or non-motorized vehicle upon a sidewalk or other pedestrian way of the City, the person shall at all times exercise due care to avoid colliding with any pedestrian and shall operate the same in a careful and prudent

manner and at a rate of speed no greater than is reasonable and proper under the conditions existing at the point of operation, taking into account the amount and condition of surface. When, because of the width of the sidewalk or other pedestrian way or the amount of pedestrian traffic thereon, riding a bicycle on the sidewalk or other pedestrian way would endanger or unreasonably inconvenience pedestrians, the person shall stop and dismount from the bicycle.

- D. No person shall place a bicycle or non-motorized vehicle upon a sidewalk or other pedestrian way in a manner as to obstruct reasonable pedestrian traffic and/or vehicular traffic emerging from alleys or driveways.
- E. "Non-motorized vehicle" means any wheeled vehicle for transporting a person which is not propelled by a motor or engine, including skateboards, roller skates, in-line roller blades or coasters. This does not apply to wagons, strollers, wheelchairs or assisted transportation devices.
- F. This section does not apply in Riverfront Park or to the Centennial Trail.
- G. This section does not apply to law enforcement personnel patrolling on bicycles.

Section 10. That there is adopted a new chapter 16A.05 to title 16A of the Spokane Municipal Code to read as follows:

Chapter 16A.05
Stopping, Standing, Parking, and Loading Regulations

Sections:

16A.05.010	Advertising
16A.05.020	Alley - Loading
16A.05.030	Angle Parking
16A.05.040	Bicycle Lane
16A.05.050	Bus Zone
16A.05.060	Commercial Loading Zones
16A.05.070	Crosswalk – Approach
16A.05.080	Crosswalk—On
16A.05.090	Disabled Parking – Free Parking by Disabled Persons
16A.05.100	Disabled Parking – Indication of Parking Space for Disabled Persons
– Failure, Penalty	
16A.05.110	Disabled Parking – Special Parking for Persons with Disabilities
16A.05.120	Disabled Parking – Special Plate or Card Issued by Another
Jurisdiction	
16A.05.130	Divided Highway
16A.05.140	Double Parking
16A.05.150	Driveway or Alley Entrance
16A.05.160	Excavation or Obstruction
16A.05.170	Fire Hydrant
16A.05.180	Fire Lane
16A.05.190	Fire Station
16A.05.200	Flashing Signal - Approach
16A.05.210	Intersection
16A.05.220	Junk Vehicle
16A.05.230	Motorcycle or Scooter Parking
16A.05.240	Obstructing Traffic
16A.05.250	Paid Parking Zone – Illegal Use of Parking Payment Device
16A.05.260	Paid Parking Zone – Obstruction of Paid Parking Device
16A.05.270	Paid Parking Zone – Parking Payment Device Indication
16A.05.280	Paid Parking Zone – Payment Required
16A.05.290	Parallel Parking
16A.05.300	Parking Stalls
16A.05.310	Parking Time Limited
16A.05.320	Pedestrian Buffer Strip
16A.05.330	Permit Zones
16A.05.340	Police Vehicles Only
16A.05.350	Posted Signs

16A.05.360	Provisions of Chapter Prohibit Stopping, Standing, or Parking –
Exceptions	
16A.05.370	Public Safety Hazard
16A.05.380	Railroad Tracks
16A.05.390	Railroad Tracks - Loading
16A.05.400	Reserve Portion of a Highway
16A.05.410	Safety Zone
16A.05.420	Sidewalk
16A.05.430	Spokane International Airport
16A.05.440	Stop Sign - Approach
16A.05.450	Taxicab Zones
16A.05.460	Temporary No Parking Zone
16A.05.470	Traffic Control Signal - Approach
16A.05.480	Vehicle Repairs
16A.05.490	Yield Sign – Approach

16A.05.010 Advertising or For Sale

No person shall stand or park a vehicle upon any public right-of-way for the purpose of displaying it for advertising or for sale purposes.

16A.05.020 Alley - Loading

- A. No person shall stop, stand, or park a vehicle in any alley except for the purpose of, and while actually and actively engaged in, the expeditious loading and unloading of commodities, and where there is a driver willing to move the same, and in instances only for a period not to exceed thirty consecutive minutes.
- B. No person shall stop, stand, or park a vehicle so as to prevent the free passage of other vehicles through an alley except upon written permission by the Parking Manager.

16A.05.030 Angle Parking

No person shall stop, stand, or park a vehicle backed to the curb or at an angle to the curb on any public street or highway in the City of Spokane, unless otherwise posted.

16A.05.040 Bicycle Lane

No person shall stop, stand, or park a vehicle partially or completely in a bicycle lane that has been indicated by signage or striping.

16A.05.050 Bus Zone

No person shall stop, stand, or park a vehicle other than authorized buses in a zone established for such specific use as indicated by signage or striping.

16A.05.060 Commercial Loading Zones

- A. No person shall stop, stand, or park a vehicle except an authorized and identified commercial vehicle during the hours indicated on the signs marking the zones.
- B. No person shall stop, stand, or park an authorized and identified commercial vehicle in a signed commercial loading zone for any purpose or length of time other than for the active and expeditious loading and unloading of commodities. In no case shall the stopping, standing, or parking exceed thirty minutes.

16A.05.070 Crosswalk – Approach

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers within twenty (20) feet of a crosswalk. (RCW 46.61.570(1)(b)(iii))

16A.05.080 Crosswalk—On

No person shall stop, stand, or park a vehicle on a crosswalk. (RCW 46.61.570(1)(a)(iv))

16A.05.090 Disabled Parking – Free Parking by Disabled Persons

- A. In accord with the authority of RCW 46.19.050(5), as to on-street parking places reserved for persons with physical disabilities without parking payment devices, the time limit for free parking is four hours for vehicles displaying a placard or special license plate issued under RCW 46.19.010, where such four-hour limit is posted.
 - 1. In addition, as to non-reserved on-street parking spaces, including those with parking payment devices, notwithstanding parking limits otherwise applicable, the time limit for free parking is four hours for vehicles displaying a placard or special license plate issued under RCW 46.19.010, where such four hour limit is posted.
 - 2. Where a parking payment device allows time in excess of four hours, payment shall be required to initiate paid parking time at the expiration of the first four hours allowed free of charge.
- B. Where the four-hour limit is not posted for vehicles with the placard or license plate above referenced, any person who meets the criteria for special parking privileges under RCW 46.19.010 shall be allowed free of charge to park a vehicle being used to transport that person for unlimited periods of time in parking zones or areas including zones or areas with parking payment devices which are otherwise restricted as to the length of time parking is permitted. This section or RCW 46.61.582 does not apply to those zones or areas in which the stopping, parking, or standing of all vehicles is prohibited or which are reserved for special types of vehicles. The person shall obtain

and display a special placard or license plate under RCW 46.19.010 to be eligible for the privileges under this section.

16A.05.100 Disabled Parking – Indication of Parking Space for Disabled Persons – Failure, Penalty

- A. A parking space or stall for a person with a disability shall be indicated by a vertical sign with the international symbol of access, whose colors are white on a blue background, described under RCW 70.92.120. The sign may include additional language such as, but not limited to, an indication of the amount of the monetary penalty defined in RCW 46.16.381 for parking in the space without a valid permit.
- B. Failure of the person owning or controlling the property where required parking spaces are located to erect and maintain the sign is a class 2 civil infraction under Chapter 7.80 RCW for each parking space that should be so designated. The person owning or controlling the property where the required parking spaces are located shall ensure that the parking spaces are not blocked or made inaccessible, and failure to do so is a class 2 civil infraction.

16A.05.110 Disabled Parking – Special Parking for Persons with Disabilities

- A. Any unauthorized use (RCW 46.19.050(2)) of the special placard or special license plate issued under RCW 46.18.235 or RCW 46.19.010, or identification card is a parking infraction. In addition to any penalty or fine imposed under this subsection, two hundred dollars shall be assessed.
- B. It is a parking infraction for a person to park in, block, or otherwise make inaccessible the access aisle located next to a space reserved for persons with physical disabilities or the space itself. In addition to any penalty or fine imposed under this subsection, two hundred dollars shall be assessed. The clerk of the court shall report all violations related to this subsection to the Washington State department of motor vehicles.
- C. It is a parking infraction for any person to park a vehicle in a parking place provided on private property without charge or on public property reserved for persons with physical disabilities without a placard or special license plate issued under RCW 46.18.235 or RCW 46.19.010. In addition to any penalty or fine imposed under this subsection, two hundred dollars shall be assessed. If a person is charged with a violation, the person shall not be determined to have committed an infraction if the person produces in court or before the court appearance the placard or special license plate issued under RCW 46.18.235 or RCW 46.19.010 required under this section. The time limit for on-street parking places reserved for physically disabled persons without parking payment devices is four hours for qualified vehicles unless a longer time would otherwise apply for the use of these parking places. The time limit for the use of non-reserved, on-street parking spaces by vehicles displaying the special parking placards is four hours unless a longer time would otherwise apply. All time restrictions applicable under this subsection must be clearly posted.

D. It is a parking infraction, with monetary penalty of two hundred fifty dollars, to fail to fully display a placard or special license plate issued under this Chapter while parked in a public place on private property without charge, while parked on public property reserved for persons with physical disabilities, or while parking free of charge as allowed under RCW 46.61.582. In addition to any penalty or fine imposed under this subsection, two hundred dollars must be assessed, for a total of four hundred fifty dollars. For the purpose of this subsection, “fully display” means hanging or placing the placard or special license plate so that the full face of the placard or license plate is visible, including the serial number and expiration date of the license plate or placard. If a person is charged with a violation of this subsection, that person will not be determined to have committed an infraction if the person produces in court or before the court appearance a valid identification card issued to that person under RCW 46.19.010.

E. Allocation of Assessments and Fines.

1. The assessment imposed under subsections (A), (B), (C), and (D) of this section shall be allocated as follows:
 - a. One hundred dollars shall be deposited in the accessible communities account created in RCW 50.40.071; and
 - b. One hundred dollars shall be deposited in the multimodal transportation account under RCW 47.66.070 for the sole purpose of supplementing a grant program for special needs transportation provided by transit agencies and nonprofit providers of transportation that is administered by the department of transportation.
2. Any reduction in any penalty or fine and assessment imposed under subsections (A), (B), (C), and (D) of this section shall be applied proportionally between the penalty or fine and the assessment. When a reduced penalty is imposed under subsection (A), (B), (C), and (D) of this section, the amount deposited in the accounts identified in this subsection shall be reduced equally and proportionally.
3. The penalty or fine amounts imposed under subsections (A), (B), (C), and (D) of this section shall be used by the City exclusively for law enforcement. The court may also impose an additional penalty sufficient to reimburse the City for any costs it may have incurred in removal and storage of the improperly parked vehicle.

F. It is a traffic infraction for any person willfully to obtain a special license plate issued under RCW 46.19.010 or RCW 46.18.235 placard, or identification card in a manner other than that established under RCW 46.19.010.

G. For second or subsequent violations of this section, in addition to a monetary fine, the violator must complete a minimum of forty hours of:

1. community restitution for a nonprofit organization that serves persons with disabilities or disabling diseases; or
 2. any other community restitution that may sensitize the violator to the needs and obstacles faced by persons who have disabilities.
- H. The court may not suspend more than one-half of any fine imposed under subsections (A), (B), (C), (D), or (E) of this section.
- I. A violation of this section is a class 1 infraction under [SMC 01.02.950](#).

16A.05.120 Disabled Parking – Special Plate or Card Issued by Another Jurisdiction

A special license plate or card issued by another state or country that indicates an occupant of the vehicle is disabled, entitles the vehicle on or in which it is displayed and being used to transport the disabled person to the same overtime parking privileges granted under this Chapter to a vehicle with a similar special license plate or card issued by this state.

16A.05.130 Divided Highway

No person shall stop, stand, or park a vehicle in the area between roadways of a divided highway including crossovers. (RCW 46.61.570(1)(a)(ix))

16A.05.140 Double Parking

No person shall stop, stand, or park a vehicle on the roadway side of any vehicle stopped or parked at the edge or curb of a street. (RCW 46.61.570(1)(a)(i))

16A.05.150 Driveway or Alley Entrance

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers, in front of a public or private driveway within a street or alley or in front of or in an alley entrance or within five feet (5') of the end of a constructed driveway return or alley entrance return, or if none, within five feet (5') of the projection of the edge of the driveway or alley.

16A.05.160 Excavation or Obstruction

No person shall stop, stand, or park a vehicle alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic. (RCW 46.61.570(1)(a)(vi))

16A.05.170 Fire Hydrant

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers, within fifteen (15) feet of a fire hydrant. (RCW 46.61.570(1)(b)(ii))

16A.05.180 Fire Lane

No person shall stop, stand, or park a vehicle in a fire lane.

16A.05.190 Fire Station

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station, within seventy-five (75) feet of said entrance when properly signposted. (RCW 46.61.570(1)(b)(v))

16A.05.200 Flashing Signal - Approach

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers within thirty (30) feet upon the approach to any flashing signal located at the side of the roadway. (RCW 46.61.570(1)(b)(iv))

16A.05.210 Intersection

No person shall stop, stand, or park a vehicle within an intersection. (RCW 46.61.570(1)(a)(iii))

16A.05.220 Junk Vehicle

No person shall park a junk vehicle, as defined in [SMC 10.16.010\(F\)](#), upon any public right-of-way.

16A.05.230 Motorcycle or Scooter Parking

- A. No person shall stop, stand, or park any vehicle except a motorcycle or scooter in a stall signed exclusively for motorcycle or scooter parking.
- B. Motorcycles or scooters must park within the stalls and be reasonably secured from tipping over, facing either towards or away from the curb.

16A.05.240 Obstructing Traffic

No person shall stop, stand, or park a vehicle upon any street or highway within the City unattended in a position that it constitutes an obstruction to traffic, blocks the use of a fire hydrant, or constitutes a danger to travel.

16A.05.250 Paid Parking Zone – Illegal Use of Parking Payment Device

No person shall tamper with or open any parking payment device, deposit or cause to be deposited in any parking payment device any slug, button, or any other device or substance as substitutes for legal tender of the United States, counterfeit or alter any parking receipt, or tamper with a parking payment device to show payment during a time for which no payment was made.

16A.05.260 Paid Parking Zone – Obstruction of Paid Parking Device

No vehicle or other property may obstruct access to a parking payment device in a manner which prevents deposit of payment in the parking payment device, visibility of the parking payment device instructions or time limit, or visibility of any posted signage. A vehicle or other property in violation of this section is hereby declared to be a nuisance and is subject to summary abatement.

16A.05.270 Paid Parking Zone – Parking Payment Device Indication

No person shall stop, stand, or park a vehicle in any parking space while the parking payment device is displaying a signal indicating “no parking” (by symbol or words).

16A.05.280 Paid Parking Zone – Payment Required

A. No person shall stop, stand, or park a vehicle in a parking space regulated by a parking payment device, up to the maximum legal parking time, unless:

1. Valid payment has been made at a parking payment device;
2. Required information has been correctly provided, such as zone number, parking space or meter number, or vehicle information including license plate number and state; and,
3. Payment is made immediately.

a. The prohibitions of this Section shall not apply to:

- i. The act of parking; and,
- ii. The necessary time required to activate the time on a parking payment device.

B. The restrictions of this Section shall not apply on legal parking holidays as defined in [SMC 16A.04.100\(M\)](#) except where otherwise indicated on the parking payment device or posted signage on the block face, or portions thereof, or for individual parking spaces.

16A.05.290 Parallel Parking

- A. No person shall stop, stand, or park a vehicle upon a roadway other than with the wheels parallel to and within twelve inches of the curb or as close as practicable to the edge of the shoulder.
- B. No person shall stop, stand, or park a vehicle upon a public right-of-way other than with the direction of authorized traffic movement.

16A.05.300 Parking Stalls

No person shall stop, stand, or park a vehicle across established lines or markings or to park a vehicle in a position where the vehicle is not entirely within the area designated by established lines or markings.

16A.05.310 Parking Time Limited

- A. No person shall stop, stand, or park a passenger vehicle, as defined in [SMC 16A.04.100\(R\)](#), for a continuous seventy-two (72) hour period on any one block face upon any public right-of-way in this City located within any area not inclusive of the Paid Parking Zone ([SMC 16A.04.100\(K\)](#)), unless a City-approved posted sign provides a shorter period of time.
- B. No person shall stop, stand, or park any non-passenger vehicle (NPV), as defined in [SMC 16A.04.100\(J\)](#), for longer than twenty-four (24) continuous hours for loading or unloading on any one block face upon any public right-of-way in this City located within any area not inclusive of the Paid Parking Zone ([SMC 16A.04.100\(K\)](#)), unless a City-approved posted sign provides a shorter period of time.
- C. No person shall stop, stand, or park a vehicle for a continuous twenty-four (24) hour period on any one block face upon any public street or highway in this City located within the Paid Parking Zone as identified in [SMC 16A.04.100\(K\)](#), unless a City-approved posted sign or parking payment device indication provides a shorter period of time.
- D. Where parking time is limited as indicated on a parking payment device or by posted signage, no person shall stop, stand, or park a vehicle beyond the maximum time allowed, irrespective of any payment made.
 - 1. Where the parking time limit is greater than 30 minutes, no person shall stop, stand, or park a vehicle on the same block face beyond the maximum time allowed, irrespective of any payment made, and are required to move off of the block face until the next calendar day.

16A.05.320 Pedestrian Buffer Strip

No person shall stop, stand, or park a vehicle partially or completely on a pedestrian buffer strip as defined in [SMC 17A.020.160\(G\)](#).

16A.05.330 Permit Zones

- A. No person shall stop, stand, or park a vehicle in violation of the posted or marked restrictions or when a permit or other authorization issued by the city is required as a condition for parking unless a City-issued parking permit pursuant to [Chapter 16A.06 SMC](#) is displayed.
- B. It shall be a violation of this section if:
 - 1. The City-issued parking permit does not match the vehicle;
 - 2. The zone permit does not match the zone where vehicle is parked; or,
 - 3. The vehicle is parked beyond the time limit of the permit.

16A.05.340 Police Vehicles Only

Except an authorized police vehicle, no person shall stop, stand, or park in zones posted no parking police vehicles only.

16A.05.350 Posted Signs

No person shall:

- A. Stop, stand, or park a vehicle at any place where official signs prohibit stopping;
- B. Stand or park a vehicle at any place where official signs prohibit standing; or
- C. Park a vehicle at any place where official signs prohibit parking.

16A.05.360 Provisions of Chapter Prohibit Stopping, Standing, or Parking – Exceptions

- A. Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, no person shall stop, stand, or park per the provisions of this Chapter. (RCW 46.61.570)
- B. Parking or standing shall be permitted in the manner provided by law at all other places, except a time limit may be imposed or parking restricted at other places, but any limitation and restriction shall be by City ordinance or County resolution or order of the secretary of transportation upon highways under their respective jurisdictions.(RCW 46.61.570(2))

16A.05.370 Public Safety Hazard

No person shall stop, stand, or park a vehicle in a manner which creates a public safety hazard.

16A.05.380 Railroad Tracks

No person shall stop, stand, or park a vehicle on any railroad tracks. (RCW 46.61.570(1)(a)(viii))

16A.05.390 Railroad Tracks - Loading

No person shall park a vehicle, whether occupied or not, except momentarily for the purpose of and while actually engaged in loading or unloading property or passengers within fifty (50) feet of the nearest rail of a railroad crossing.

16A.05.400 Reserve Portion of a Highway

It shall be unlawful for any person to reserve or attempt to reserve any portion of a highway for the purpose of stopping, standing or parking to the exclusion of any other like person, nor shall any person be granted such right. (RCW 46.61.570(4))

16A.05.410 Safety Zone

No person shall stop, stand, or park a vehicle between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless official signs or markings indicate a different no-parking area opposite the ends of a safety zone. (RCW 46.61.570(1)(a)(v))

16A.05.420 Sidewalk

No person shall stop, stand, or park a vehicle partially or completely on or over a sidewalk.

16A.05.430 Spokane International Airport

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers in a no-parking area at Spokane International Airport as designated by the airport board.

16A.05.440 Stop Sign - Approach

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers within thirty (30) feet upon the approach to any stop sign located at the side of the roadway. (RCW 46.61.570(1)(b)(iv))

16A.05.450 Taxicab Zones

No person shall stop, stand, or park a vehicle other than a taxicab within any space reserved for taxicabs.

16A.05.460 Temporary No Parking Zone

- A. No person shall stop, stand, or park a vehicle in a parking space where an approved temporary no parking zone has been established and designated by meter hood, temporary sign(s), barricade(s), or other device approved by the Parking Manager except for vehicles displaying a temporary no parking zone permit ([SMC 16A.06.060](#)).
- B. A temporary no parking zone will only become valid and enforceable if the zone has been established with signage for at least 24 hours giving notice that a vehicle will be removed if illegally parked in the zone and where such vehicle is interfering with the proper and intended use of such zones.

16A.05.470 Traffic Control Signal - Approach

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers within thirty (30) feet upon the approach to any traffic control signal located at the side of the roadway. (RCW 46.61.570(1)(b)(iv))

16A.05.480 Vehicle Repairs

No person shall stand or park a vehicle upon any public right-of-way for lubricating or repairing the vehicle, except repairs necessitated by emergency.

16A.05.490 Yield Sign - Approach

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers within thirty (30) feet upon the approach to any yield sign located at the side of the roadway. (RCW 46.61.570(1)(b)(iv))

Section 11. That there is adopted a new chapter 16A.06 to title 16A of the Spokane Municipal Code to read as follows:

Chapter 16A.06 Parking Permits

Sections:

- 16A.06.010 Permits – Generally
- 16A.06.020 Commercial Loading Zone Parking Permits

16A.06.030	Service Parking Permit
16A.06.040	Entertainment Event Exemption Permit
16A.06.050	Temporary No Parking Zone Parking Permit
16A.06.060	Temporary Curb Space Parking Permits
16A.06.070	Downtown Residential Parking District (DRPD) Permits

16A.06.010 Permits – Generally

A. Purpose.

A parking permit may be issued to allow a vehicle to legally park in violation of specific parking regulations. A parking permit may apply in a designated parking district or zone, paid parking space, or elsewhere depending on the specifications of the permit.

B. Authority.

The Parking Manager is hereby authorized to administer a system for the issuance of parking permits and to collect fees therefor.

C. Application.

1. Application for any parking permit required by this Chapter shall be made to Parking Services on forms provided for such purpose.
2. All parking permit applications shall include, at minimum the following information:
 - a. The name, address, and other current contact information for the applicant;
 - b. The license plate number and make, model and year of the vehicle for which the parking permit is sought;
 - c. A statement signed and sworn by the applicant, under penalty of perjury, that all information submitted is complete, true and accurate to the best of their knowledge; and
 - d. A copy of the current vehicle registration.
3. The Parking Manager may deny a parking permit application based on a demonstrated history of improper use by the applicant during the previous 12 months.

D. Outstanding Citations.

Outstanding citations must be resolved prior to the issuance of any parking permit type.

E. Fees.

Parking permits for authorized vehicles shall be issued, pending approval by the Parking Manager, by the City upon application therefore and the paying of the fee as established in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)).

F. Proper Display of Parking Permit.

Parking permits shall be properly displayed as directed by the City.

G. Maximum Number of Parking Permits Issued.

The parking manger may limit the number of any type or zone parking permit.

H. Prohibition.

1. The provisions of this Chapter do not supersede any other provisions of the Spokane Municipal Code with respect to general parking regulations.
2. It is unlawful to falsely represent oneself as eligible for a parking permit under this Chapter or to furnish any false information in, or in conjunction with, an application for a parking permit. It shall be unlawful to attempt or to reproduce or alter any parking permit issued by the City.
3. Parking permits may be transferred upon review and approval by the Parking Manager.
4. Parking permits may be revoked in the event Parking Services determines that the owner of the vehicle, or the vehicle itself, for which a parking permit has been issued no longer meets the eligibility requirements established by Parking Services. Upon no longer meeting the eligibility requirements, the holder of the parking permit shall surrender such parking permit to Parking Services.

16A.06.020 Commercial Loading Zone Parking Permits

A commercial loading zone parking permit allows parking in any area designated by the parking permit. The parking permit may contain restrictions as deemed necessary by the Parking Manager.

16A.06.030 Service Parking Permit

A service parking permit allows parking in any area designated by the parking permit. The parking permit may contain restrictions as deemed necessary by the Parking Manager.

16A.06.040 Entertainment Event Exemption Permit

An entertainment event exemption permit allows the reservation, and use, of on-street parking spaces during scheduled dates and times in an area as approved by the Parking Manager. The parking permit may contain restrictions as deemed necessary by the Parking Manager.

16A.06.050 Temporary No Parking Zone Parking Permit

- A. A temporary no parking zone permit allows parking within a designated and approved temporary no parking zone ([SMC 16A.05.460](#)). The parking permit may contain restrictions as deemed necessary by the Parking Manager.
- B. Violation of proper temporary no parking zone use shall result in the zone being removed, cancellation of the permit, and forfeiture of any deposit. No temporary no parking zones may be issued to an applicant or user who has not paid all fees and fines or is otherwise in violation of the conditions of temporary no parking zone use. Additional penalties will be assessed on repeat offenders within the same calendar year as established in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)).

16A.06.060 Temporary Curb Space Parking Permits

- A. The Parking Manager may authorize temporary curb space parking permits for verified nonprofit organization vehicle for use in a temporary no parking zone. The Parking Manager shall not authorize temporary curb space parking permits for commercial purposes in the roadway.
- B. A temporary curb space parking permit allows parking in any area designated by the parking permit. The parking permit may contain restrictions as deemed necessary by the Parking Manager.

16A.06.070 Downtown Residential Parking District (DRPD) Permits

- A. Designation of Downtown Residential Parking District.

Residents of multifamily residential properties located within the Paid Parking Zone may purchase parking permits to park at designated locations within the Paid Parking Zone without additional payment at the Paid Parking Devices.

- B. Administration of Downtown Residential Parking Districts

- 1. In any DRPD, the Parking Manager may issue parking permits or other means of identification, maintain lists of vehicles owned or used by parking permit holders, or adopt any other reasonable means of distinguishing vehicles that are validly parked in an DRPD.
 - a. A parking permit shall not guarantee or reserve to the holder an on-street parking space within the designated DRPD.

- b. DRPD permits must be used within the assigned, designated area, as instructed by the City.
2. Residency. In addition to the parking permit application and requirements set forth in [SMC 16A.06.010](#), all applicants for an DRPD permit shall also demonstrate proof of the applicant's residency within the applicable DRPD zone, which may include documented proof that the applicant's vehicle is registered to a residence within the DRPD.
3. Authority To Regulate. In order to maintain the integrity of the downtown core, ensure a balanced system with multiple competing needs for on-street parking, and properly manage DRPD zones, parking services may:
 - a. Limit the number of DRPD parking permits issued per household;
 - b. Limit the total number of parking permits issued within an entire DRPD zone;
 - c. Charge a fee for DRPD permits before their issuance; and
4. Term. All DRPD parking permits shall be issued with a term not to exceed one year to residents who comply with the requirements as set forth in this Chapter.

Section 12. That there is adopted a new chapter 16A.07 to title 16A of the Spokane Municipal Code to read as follows:

Chapter 16A.07

General Provisions, Administration, and Enforcement

Sections:

16A.07.010	Authority of the Parking Manager
16A.07.020	Violations as Traffic Infractions
16A.07.030	Penalties
16A.07.040	Failure to Comply with Notice of Violation
16A.07.050	Appointment of Registered Disposers
16A.07.060	Vehicle Immobilization and Impoundment
16A.07.070	When a Vehicle Is Subject to Immediate Impoundment
16A.07.080	When a Vehicle May Be Impounded After Notice

16A.07.010 Authority of the Parking Manager

The Parking Manager is hereby authorized to:

- A. establish on-street parking rates and time limits according to [SMC 08.02.083\(B\)](#);

- B. establish loading zones, safety zones, passenger loading zones, bus stops, taxi zones, and other restricted parking places, from time to time, at the locations on the public streets and highways as may be in the interest of public safety and convenience, and direct that the same be designated by appropriate signs or other markers to facilitate the movement of traffic, to eliminate congestion and danger, and to promote and maintain a more effective use of the streets and highways;
- C. grant special permissions for loading and unloading in alleys, passenger loading zones, commercial loading zones or in city rights-of-way and other city-controlled parking areas under the jurisdiction of the City of Spokane;
- D. manage and update the Paid Parking Zone map;
- E. direct the installation of parking payment devices in locations within the Paid Parking Zone;
- F. impound unauthorized vehicles on public property.

16A.07.020 Violations as Traffic Infractions

Failure to perform any act required or the performance of any act prohibited by this Chapter relating to traffic including but not limited to parking, standing, and stopping offenses is designated as a traffic infraction and may not be charged as a criminal offense.

16A.07.030 Penalties

The penalties for each violation of the provisions of [Chapter 16A.05 SMC](#) shall be as provided in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)).

16A.07.040 Failure to Comply with Notice of Violation

If no response or payment is made within fifteen calendar days of the date of the issuance of the notice of infraction, the Spokane Municipal Court will attach additional penalties to the infraction as established in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)), including a notice to department of licensing as provided in RCW 46.16A.120(3), and may pursue any other remedies as provided by law.

16A.07.050 Appointment of Registered Disposers

The City's Chief of Police and the Parking Manager, acting through the authority to remove vehicles herein, may remove the vehicles directly, through towing operators appointed either on a rotational or other basis, or through contracts, or by a combination of these methods, pursuant to the regulations they may adopt.

16A.07.060 Vehicle Immobilization and Impoundment

A. Definitions

1. "Impound" means to take and hold a vehicle in legal custody.
 2. "Immobilization device" means a device which immobilizes the vehicle by either clamping and locking to a wheel impeding movement of the vehicle, or by attaching to the vehicle's windshield in such a manner to obscure the view of the driver, thereby preventing legal operation of the vehicle.
 3. "Public impound" means that the vehicle has been impounded at the direction of a law enforcement officer or by a public official having jurisdiction over the public property upon which the vehicle was located.
 4. "Public Property" means any street, road, public highway or other publicly owned property.
 5. "Scofflaw" means a vehicle which has been issued four (4) or more parking tickets which remain unpaid more than forty-five (45) days after the issuance of the ticket.
 6. "Unauthorized vehicle", for purposes of this section, means a vehicle that is subject to impoundment after being left unattended in one of the following circumstances:
 - a. Constituting an accident or a traffic hazard as defined in RCW 46.55.113;
 - b. On a highway and tagged as described in RCW 46.55.085;
 - c. In a publicly owned or controlled parking facility, properly posted under RCW 46.55.070; or,
 - d. In violation of any of the restrictions subject to vehicle impoundment under [SMC 16A.07.070](#) or [SMC 16A.07.080](#).
- B. If a vehicle is in violation of the time restrictions of RCW 46.55.010(14) as set forth in subsections (6)(a) or (6)(c) above, it may be immediately impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction if the vehicle is on public property. Vehicles in violation of (6)(b) above may be impounded within twenty-four (24) hours.
- C. If a vehicle is in violation of any of the restrictions subject to vehicle impoundment set forth in section (6)(d) above, it may be impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction if the vehicle is on public property.

- D. In addition to law enforcement officers, the Parking Manager, or his or her designee, is a public official with jurisdiction over the public property and with authority to authorize impoundment of unauthorized vehicles on public property.
- E. The impoundment of unauthorized vehicles on public property under this section shall incorporate all procedures related to vehicle impoundment as set forth in Chapter 46.55 RCW. Chapter 46.55 RCW, as now enacted or hereinafter amended, is hereby adopted by reference as if fully set forth herein.
- F. Scofflaw List.

As frequently as practicable, Parking Services, working in conjunction with Spokane Municipal Court and the collection agency contracted by the City or Spokane Municipal Court, shall prepare, maintain, and update a scofflaw list.

1. Civil Penalties to Cover Administrative Costs.

There is imposed upon the owner of every vehicle on the scofflaw list a civil penalty of the amount specified in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)) to cover costs of administering the scofflaw list. There is also imposed upon the owner of every vehicle on the scofflaw list that is immobilized or impounded hereunder a civil penalty of the amount specified in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)) to cover the additional administrative costs of immobilization and/or impoundment.

2. Notice.

- a. The City's contracted collection agency shall give notice by first class mail to the last known registered owner of the vehicle, as disclosed by the vehicle license plate number and as provided by the Washington State Department of Licensing or equivalent vehicle licensing agency of the state in which the vehicle is registered for each vehicle on the scofflaw list, stating that the vehicle is on the scofflaw list; and
 - i. the date and the nature of each ticket overdue and the amount due on each;
 - ii. that a scofflaw list fee in the amount specified in subsection 1 of this section has been imposed to cover administrative costs;
 - iii. the total amount currently due;
 - iv. a specific deadline for response, no less than ten (10) days after the date of mailing;

- v. that the owner shall, by said deadline, respond to the notice. Response shall be by paying the total amount due, scheduling a hearing with the Spokane Municipal Court, or by arranging a payment schedule with the City's contracted collection agency for payment of the total amount due; and
 - vi. that if the vehicle owner fails to respond within the prescribed time period, the listed vehicle will be subject to immediate immobilization or impoundment pursuant to the procedures in [SMC 16A.07.060\(F\)](#), payment of the civil penalties imposed in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)) and payment of the costs of immobilization, towing and storage.
- b. The notice required by this subsection is sufficient if mailed to the address provided by the Washington State Department of Licensing; provided, however, that if the City's contracted collection agency, after exercising due diligence, to discover any mailing address, then notice is sufficient if it is posted on the vehicle, or personally served on the vehicle owner or driver, or provided by any other means reasonably calculated to provides notice to vehicle owner or driver.
- c. If the vehicle owner or an agent of the owner pays the fines and fees, including the amount(s) specified in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)), and all towing and storage charges, if any, schedules a hearing with the Spokane Municipal Court, or arranges a payment plan through the City's contracted collection agency, parking services shall remove the vehicle from the scofflaw list. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent appears to pay or sets a hearing with the Spokane Municipal Court, such subsequent tickets shall also be paid before the vehicle is removed from the scofflaw list.
- d. The owner of a vehicle that is subject to the procedures of this section and in [SMC 16A.07.060\(F\)\(3\)](#) and [\(4\)](#), is entitled to a hearing in the Spokane Municipal Court pursuant to RCW 46.55.120 (2)(b) to contest the validity of the immobilization, impoundment or the amount of towing and storage charges. Any request for a hearing and the resolution thereof shall be as set forth in RCW 46.55.120 (3), which are hereby adopted by reference as now exist or hereafter may be amended.
- e. Failure to appear for a scheduled hearing or to remain current and in good standing on any arranged payment plan with the City's contracted collection agency, will result in the vehicle returning to the scofflaw list and being eligible for immediate immobilization.

3. Immobilization.

- a. If the owner of a vehicle to whom notice has been sent pursuant to [SMC 16A.07.060\(F\)\(2\)](#) fails to respond to the notice within the deadline therein specified by paying all fines, fees, towing, storage and administrative charges then due, including but not limited to the amount(s) specified in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)), the vehicle can be removed from the scofflaw list under [SMC 16A.07.060\(F\)\(2\)\(c\)](#) and may be immobilized by installing an immobilization device on the vehicle.
- b. The person installing the immobilization device shall leave under the windshield wiper or otherwise attach to such vehicle a notice advising the owner that:
 - i. the vehicle has been immobilized by the City of Spokane for failure to pay four or more uncontested parking tickets within forty-five (45) days of their issuance,
 - ii. that release of the immobilization device may be obtained by paying the fines, fees and civil penalties due,
 - iii. that unless such payments are made within two (2) business days of the date of the notice, the vehicle will be impounded, and
 - iv. that it is unlawful for any person to remove or attempt to remove the immobilization device, to damage the immobilization device, or to move the vehicle with the immobilization device attached.
- c. No parking restriction otherwise applicable to the vehicle applies while the vehicle is immobilized by an immobilization device installed under the provisions of this section.
- d. Before the vehicle may be released from immobilization, the vehicle owner or an agent of the owner shall pay all fines and fees then due, including but not limited to the amounts specified in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)).

Upon such payment, the vehicle shall be removed from the scofflaw list, and the immobilization device shall promptly be removed from the vehicle. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, the subsequent tickets shall also be paid before the vehicle may be removed from the scofflaw list or released from immobilization.

4. Impoundment.

- a. The following vehicles may be impounded:

- i. A vehicle that was issued eight (8) or more parking tickets that are unpaid forty-five (45) or more days after the date of their issuance, where the registered owner of the vehicle was sent a notice pursuant to [SMC 16A.07.060\(F\)](#) and the owner fails to respond to the notice within the deadline therein specified by paying all fines, fees, towing, storage and administrative charges the vehicle can be removed from the scofflaw list under [SMC 16A.07.060\(F\)\(2\)\(c\)](#); or
 - ii. A vehicle that was immobilized pursuant to [SMC 16A.07.060\(D\)](#) and the vehicle's owner failed to pay all fines, fees, and administrative charges within two (2) business days of the date the vehicle was immobilized such that the vehicle can be removed from the scofflaw list under [SMC 16A.07.060\(F\)\(2\)\(c\)](#); or
- b. The uniform impound authorization and inventory form provided for by administrative rule by the Washington state patrol pursuant to RCW 46.55.075 shall be used when applicable.

If a vehicle has been impounded pursuant to [SMC 16A.07.060\(F\)\(4\)](#), before the vehicle may be released from impound, the vehicle owner or an agent of the owner shall pay all fines and fees then owing, including but not limited to the amounts specified in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)); and all towing and vehicle storage charges. Upon such payment, the vehicle shall be removed from the scofflaw list. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, such subsequent tickets shall also be paid before the vehicle may be removed from the scofflaw list or released from impoundment.

16A.07.070 When a Vehicle Is Subject to Immediate Impoundment

A vehicle may be subject to immediate impoundment under the following circumstances and if no reasonable alternative to impoundment exists:

- A. When the vehicle is obstructing or is likely to obstruct the normal flow of vehicular or pedestrian traffic. ([SMC 16A.05.240](#))
- B. When the vehicle blocks a fire hydrant or lane, constitutes a danger to travel, impedes safe passage, or poses a threat to public safety. ([SMC 16A.05.170](#), [SMC 16A.05.180](#), [SMC 16A.05.240](#), [SMC 16A.05.370](#))
- C. When a vehicle with an expired registration of more than forty-five days is parked on a public street. (RCW 46.16A.030(7))
- D. When the vehicle is illegally occupying a zone or parking space where, by order of the Parking Manager or Chief of Police or Fire or their designees, parking is limited to pre-

authorized vehicles, designated classes of vehicles, or is prohibited during certain hours, on designated days or at all times, if the zone has been established with signage for at least 24 hours giving notice that a vehicle will be removed if illegally parked in the zone and where such vehicle is interfering with the proper and intended use of such zones or parking space(s). ([SMC 16A.05.050](#), [SMC 16A.05.060](#), [SMC 16A.05.330](#), [SMC 16A.05.340](#), [SMC 16A.05.350](#), [SMC 16A.05.410](#), [SMC 16A.05.450](#), [SMC 16A.05.460](#))

- E. When the vehicle is impeding snow removal or other street needs after notice has been given by the City by way of press, radio, and/or television, or by other notice to the occupants in the neighborhood. ([SMC 16A.61.564](#))
- F. Whenever a vehicle without a special license plate, placard, or decal indicating that the vehicle is being used to transport a person with disabilities under RCW 46.19.010 is parked in a stall or space clearly and conspicuously marked under RCW 46.61.581 which space is provided on private property without charge or on public property.

16A.07.080 When a Vehicle May Be Impounded After Notice

A vehicle not subject to impoundment under [SMC 16A.07.070](#) may be impounded after notice of such proposed impoundment has been securely attached to and conspicuously displayed on the vehicle for a period of twenty-four (24) hours prior to such impoundment, for the following reasons:

- A. When the vehicle has been parked for a continuous twenty-four (24) hour period on any one block face within any Paid Parking Zone. ([SMC 16A.05.310\(C\)](#))
- B. When the vehicle has been parked for a continuous seventy-two (72) hour period on any one block face within any area not inclusive of the Paid Parking Zone. ([SMC 16A.05.310\(A\)](#))
- C. When the non-passenger vehicle has been parked for a continuous twenty-four (24) hour period on any one block face not inclusive of the Paid Parking Zone. ([SMC 16A.05.310\(B\)](#))
- D. When the vehicle is a “junk vehicle” as defined in [SMC 10.16.010\(F\)](#) and is parked on a street, alley, or way open to the public, or on City or other public property. ([SMC 16A.05.220](#))

Section 13. That there is adopted a new section 16A.04.100 to chapter 16A.04 of the Spokane Municipal Code to read as follows:

16A.04.100 Definitions

- A. Alley.

A public highway not designed for general travel and used primarily as a means of access to the rear of residences and business establishments. (RCW 46.04.020)

B. Block Face.

One side of a street, inclusive of the public right-of-way between two consecutive features intersecting that street. The features can be other streets or boundaries of standard geographic areas.

C. City Street or Street.

Every public highway, or part thereof located within the limits of cities and towns, except alleys. (RCW 46.04.120)

D. Commercial Vehicle.

Any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire. (RCW 46.04.140)

E. Congested District.

The area established within the Paid Parking Zone bounded and identified on the [Paid Parking Zone Map](#).

F. Definitions Generally.

Words and phrases, wherever used in this subtitle shall have the meaning ascribed to them in this Chapter except where otherwise defined, and unless where used the context thereof shall clearly indicate to the contrary. (RCW 46.04.010)

G. Entertainment Parking District (EPD).

The area established within the Paid Parking Zone for the purpose of meeting the specific operational and parking needs of the entertainment venues contained within the EPD as bounded and identified on the [Paid Parking Zone Map](#).

H. Fire Lane.

An area on public or private property reserved for providing Fire Department access to structures, firefighting fixtures, or equipment.

I. Highway.

The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel. (RCW 46.04.197)

J. Non-passenger Vehicle (NPV).

Any vehicle which does not meet the definition of a passenger vehicle ([SMC 16A.04.100\(R\)](#)) which includes but is not limited to: any vehicle requiring a commercial safety fee, limousine, any vehicle with over a one ton (thirty-five hundred) rating, vehicle requiring a commercial driver's license (CDL) to operate, farm vehicle, motor home, trailer of any type, camper, watercraft, or snowmobile.

K. Paid Parking Zone.

Portions of streets which the parking of vehicles shall be controlled, regulated and inspected with the aid of devices, herein referred to as parking payment devices. The Paid Parking Zone is bounded and identified on the [Paid Parking Zone Map](#).

L. Park or Parking.

The standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers. (RCW 46.04.381)

M. Parking Holidays.

Except for metered spaces at Spokane International Airport and Felts Field as authorized by [SMC 12.03.0600](#) and [SMC 12.03.0602](#), or where otherwise indicated by signposting in the area or for individual spaces, parking spaces regulated by a parking payment device may be used without charge during all hours on: Sundays, New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day – Third Monday in February, Memorial Day, Independence Day – July 4th, Labor Day, Indigenous Peoples' Day – Second Monday in October, Veteran's Day – November 11th, Thanksgiving Day, and Christmas Day. Where a foregoing holiday falls on a Sunday, the immediately following Monday is observed. On days designated in the foregoing, vehicles shall adhere to posted time limit regulations.

N. Parking Manager.

The Director of Development Services Center, Code Enforcement and Parking Services or their designee.

O. Parking Payment Device.

Any device used to accept payment for parking, such as parking meters, pay station kiosks, mobile devices, or other methods approved by the Parking Manager.

P. Parking Permit.

A privilege that allows its holder to access certain parking spaces and locations, which form includes, but is not limited to, a printed pass, decal, or electronic privilege associated with a specific vehicle license plate.

Q. Parking Space.

The area on or adjacent to the roadway in which to stop, stand, or park a vehicle that is controlled by a parking payment device designated by lines, curb paint, posted sign, meter decal, or other markings.

R. Passenger Vehicle.

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

S. Public Right-of-Way

A right-of-way that is dedicated or deeded to the public for public use and under the control of a public agency.

T. Residential Parking Permit Definitions

For the purposes of [SMC 16A.06.070](#) only, the terms in this section have the following meanings:

1. "Downtown residential parking district" or "DRPD" means a portion of the street commonly used for vehicular parking where vehicles properly displaying a parking permit or other city-approved authorization are exempt from the payment required pursuant to [SMC 16A.50.300](#).
2. "Downtown residential parking district permit" or "DRPD permit" means a printed pass, decal, electronic privilege associated with a specific vehicle license plate, or other identification issued to an eligible person to be displayed in or on the vehicle, as directed by the City, that enables it to park in a downtown residential parking district.
3. "Resident" means any person residing in a household unit that is located within downtown residential parking district.
4. "Household Unit" means any self-contained house, apartment, condominium, town house, detached or attached accessory dwelling unit, or group home that contains living, sleeping and cooking quarters and is used by of any number of related persons or up to six unrelated individuals. Each unit of a multiple-unit residential dwelling is considered a separate household unit.

U. Retail Zone of the Congested District.

The area established within the Paid Parking Zone bounded and identified on the [Paid Parking Zone Map](#).

V. Roadway.

Portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the sidewalk or shoulder even though such sidewalk or shoulder is used by persons riding bicycles. In the event a highway includes two or more separated roadways, the term "roadway" shall refer to any such roadway separately but shall not refer to all such roadways collectively. (RCW 46.04.500)

W. Safety Zone.

The area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is marked or indicated by painted marks, signs, buttons, standards, or otherwise, so as to be plainly discernible. (RCW 46.04.510)

X. Stand or Standing.

The halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers. (RCW 46.04.555)

Y. Stop or Stopping.

Any halting even momentarily of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control sign or signal. (RCW 46.04.566)

Z. Taxicab, Cab, or Taxi

A for-hire vehicle held out to the public as providing transportation for passengers and/or articles for compensation and:

1. where the route traveled or destination is controlled by the customer;
2. that carries signs or indicia of a "taxi," "taxicab," or "cab" and is equipped as described in [SMC 10.34A.090](#);
3. where the fare is based on an amount recorded and indicated on a taximeter or by a special contract rate; and
4. where the vehicle is dispatched by radio or cell phone, or the ride is obtained by the use of a street hail.

AA. Vehicle.

A device capable of being moved upon a street or alley and in, upon, or by which any person or property is or may be transported or drawn upon a public highway. "Vehicle" excludes, except where specifically referenced:

1. A power wheelchair or device other than a bicycle moved by human or animal power or used exclusively upon stationary rails or tracks;
2. A bicycle and a motorized foot scooter;
3. An electric personal assistive mobility device and a motorized foot scooter; and,
4. A golf cart.

Section 14. That SMC section 16A.04.010 entitled “Congested District” is repealed.

Section 15. That SMC section 16A.04.020 entitled “Congested District – Retail Zone” is repealed.

Section 16. That SMC section 16A.04.030 entitled “Multi-Space Parking Meter” is repealed.

Section 17. That SMC section 16A.04.040 entitled “Parking Meter” is repealed.

Section 18. That SMC section 16A.04.050 entitled “Parking Space Marker” is repealed.

Section 19. That SMC section 16A.04.055 entitled “Passenger Vehicle” is repealed.

Section 20. That SMC section 16A.04.060 entitled “Pay By Phone” is repealed.

Section 21. That SMC section 16A.04.070 entitled “Single Space Parking Meter” is repealed.

Section 22. That SMC section 16A.04.080 entitled “Space Number Sign” is repealed.

Section 23. That SMC section 16A.61.381 entitled “Special Parking for Persons with Disabilities” is repealed.

Section 24. That SMC section 16A.61.560 entitled “Stopping, Standing, or Parking Outside Businesses or Residence Districts” is repealed.

Section 25. That SMC section 16A.61.561 entitled “Parking Time Limited and Regulated” is repealed.

Section 26. That SMC section 16A.61.562 entitled “Parking Non passenger and Commercial Vehicles in Residential Zones” is repealed.

Section 27. That SMC section 16A.61.563 entitled “Parking in Alley Regulated” is repealed.

Section 28. That SMC section 16A.61.565 entitled “Parking in Manner as to Obstruct Traffic” is repealed.

Section 29. That SMC section 16A.61.566 entitled “Standing at Angle to Curb and Backing to Curb Regulated” is repealed.

Section 30. That SMC section 16A.61.5701 entitled “Establishment of Special Parking Zones” is repealed.

Section 31. That SMC section 16A.61.5702 entitled “Taxicab Zones” is repealed.

Section 32. That SMC section 16A.61.5704 entitled “Use of Passenger Zones” is repealed.

Section 33. That SMC section 16A.61.5705 entitled “Taxicab and Buses to Park Only in Designated Stands – Rights of Other Vehicles in Zones” is repealed.

Section 34. That SMC section 16A.61.5706 entitled “No Parking in Fire Lane” is repealed.

Section 35. That SMC section 16A.61.5707 entitled “Police Vehicles Only” is repealed.

Section 36. That SMC section 16A.61.5708 entitled “Residential Area Parking Passes” is repealed.

Section 37. That SMC section 16A.61.575 entitled “Additional Parking Regulations” is repealed.

Section 38. That SMC section 16A.61.577 entitled “Impoundment of Unauthorized Vehicles on Public Property” is repealed.

Section 39. That SMC section 16A.61.581 entitled “Indication of Parking Space for Disabled Persons – Failure, Penalty” is repealed.

Section 40. That SMC section 16A.61.582 entitled “Free Parking by Disabled Persons” is repealed.

Section 41. That SMC section 16A.61.583 entitled “Special Plate or Card Issued by Another Jurisdiction” is repealed.

Section 42. That SMC section 16A.61.589 entitled “Appointment of Registered Disposers” is repealed.

Section 43. That SMC section 16A.61.590 entitled “Unattended Motor Vehicle – Removal from Highway” is repealed.

Section 44. That SMC section 16A.61.5902 entitled “Parking Meter Area Map” is repealed.

Section 45. That SMC section 16A.61.5903 entitled “Entertainment Parking District ” is repealed.

Section 46. That SMC section 16A.61.5904 entitled “Installation of Parking Meters” is repealed.

Section 47. That SMC section 16A.61.5906 entitled “Parking Spaces Marked – Must Park in Stalls” is repealed.

Section 48. That SMC section 16A.61.5908 entitled “Method of Parking” is repealed.

Section 49. That SMC section 16A.61.5910 entitled “Parking Time Limit – Deposit of Coins – Maximum Parking Time – Certain Holidays Excepted – Parking Permit” is repealed.

Section 50. That SMC section 16A.61.5914 entitled “Feeding Meter Beyond Maximum Parking Time” is repealed.

Section 51. That SMC section 16A.61.5916 entitled “Unlawful to Park Against Meter Indication” is repealed.

Section 52. That SMC section 16A.61.5918 entitled “Must Use Lawful Coins” is repealed.

Section 53. That SMC section 16A.61.5921 entitled “No Parking at Metered Spaces with a Hooded Meter or Space Number” is repealed.

Section 54. That SMC section 16A.61.5922 entitled “Penalties” is repealed.

Section 55. That SMC section 16A.61.5924 entitled “Failure to Comply with Notice of Violation” is repealed.

Section 56. That SMC section 16A.61.790 entitled “Vehicle Immobilization and Impoundment” is repealed.

Section 57. Effective Date. This ordinance shall take effect and be in force on June 28, 2021.

City of Spokane Parking Fee Schedule

FY 2021

On-Street Paid Parking Zone Rates		
Minimum Hourly Rate	Maximum Hourly Rate	Current rates by zone can be found at https://my.spokanecity.org/parking/
\$0.50	\$3.00	
Removal of Parking Payment Device(s)		
Fee charged a contractor for removal and reinstallation of a parking payment device to accommodate construction work		\$60.00 per single space meter \$120.00 per dual space meter \$500.00 per pay station
Delinquent Violations		
The additional penalty for failure to respond to a notice of traffic violation or parking infraction is \$25.00.		
Towing and Impound		
Towing, storage, and related fees and charges by registered disposers are prominently posted on the disposers' premises but are not directly regulated by the City. Some rates may be fixed by contract.		
Junk Vehicle Affidavit		
Junk vehicle affidavit (AKA hulk slip)		\$0.00
Administrative Fees		
Fee per vehicle added to the Scofflaw List		\$25.00
Immobilization		\$50.00
Permits		
Commercial Loading Zone Permit – Annual		\$100.00
Commercial Loading Zone Permit – Single Day		\$15.00
Service Permit		Month - \$50.00 Quarter - \$150.00 Annual - \$600.00
Entertainment Event Exemption Permit		\$15.00 + Paid Parking Zone rate per hour, per space for each event
Temporary No Parking Zone		\$15.00 per day + cost of lost paid parking revenue per space per day
Temporary No Parking Zone Permit		\$8.00 per vehicle per day
Downtown Residential Parking District Permit		\$25.00 per month
Special Loading Zone – Commercial		Day - \$15.00 Month - \$125.00 Quarter - \$350.00
Special Loading Zone – News Media		Annual - \$1,000.00 for 1 st permit; \$500.00 for each additional permit
Special Loading Zone – Charitable Nonprofit		Month - \$60.00, maximum 2 permits
Motor Vehicle Violations		
Violation	Spokane Municipal Code Reference	Initial Fine
Advertising or For Sale	16A.05.010	\$45.00
Alley – Loading – Active Loading / 30 Min Max	16A.05.020(A)	\$45.00
Alley – Loading – Restricting Free Passage	16A.05.020(B)	\$65.00
Angle Parking / Backed to Curb	16A.05.030	\$45.00
Bicycle Lane – No Stopping/Standing/Parking	16A.05.040	\$65.00
Bus Zone – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.050	\$45.00

Motor Vehicle Violations		
Violation	Spokane Municipal Code Reference	Initial Fine
Commercial Loading Zone – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.060(A)	\$45.00
Commercial Loading Zone – No Stopping/Standing/Parking Active Loading 30 Min Max	16A.05.060(B)	\$45.00
Crosswalk – Approach - No Standing/Parking Within 20'	16A.05.070	\$45.00
Crosswalk – On - No Stopping/Standing/Parking	16A.05.080	\$65.00
Disabled Parking – Over 4Hr Time Limit At Expired Meter	16A.05.090(A)(2)	\$30.00
Disabled Parking – Unauthorized Use Placard/Plate	16A.05.110(A)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Disabled Parking – Park In/Block/Make Inaccessible Access Aisle or Space	16A.05.110(B)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Disabled Parking – No Placard/Plate	16A.05.110(C)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Disabled Parking – Fail to Fully Display Placard/Plate	16A.05.110(D)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Divided Highway - No Stopping/Standing/Parking Between Roadways	16A.05.130	\$45.00
Double Parking - No Stopping/Standing/Parking	16A.05.140	\$65.00
Driveway or Alley Entrance - No Standing/Parking Within 5'	16A.05.150	\$45.00
Excavation or Obstruction - No Stopping/Standing/Parking	16A.05.160	\$45.00
Fire Hydrant - No Standing/Parking Within 15'	16A.05.170	\$65.00
Fire Lane - No Stopping/Standing/Parking	16A.05.180	\$65.00
Fire Station - No Standing/Parking Within 20' of Entrance/Opposite Side of Street Within 75' of Entrance	16A.05.190	\$45.00
Flashing Signal – Approach - No Standing/Parking Within 30'	16A.05.200	\$45.00
Intersection - No Stopping/Standing/Parking	16A.05.210	\$65.00
Junk Vehicle - No Parking	16A.05.220	\$45.00
Motorcycle or Scooter - No Stopping/Standing/Parking Except Motorcycle or Scooter	16A.05.230(A)	\$45.00
Motorcycle or Scooter – Must Park Within Stalls and Be Secured from Tipping	16A.05.230(B)	\$45.00
Obstructing Traffic - No Stopping/Standing/Parking	16A.05.240	\$65.00
Paid Parking Zone – Illegal Use of Parking Payment Device	16A.05.250	\$30.00
Paid Parking Zone – Obstruction of Paid Parking Device	16A.05.260	\$30.00
Paid Parking Zone – Parking Payment Device Indicates No Stopping/Standing/Parking	16A.05.270	\$30.00
Paid Parking Zone – Valid Payment Required	16A.05.280(A)(1)	\$30.00
Paid Parking Zone – Required Information Incorrect	16A.05.280(A)(2)	\$30.00
Paid Parking Zone – Payment Not Made Immediately	16A.05.280(A)(3)	\$30.00
Parallel Parking – Wheels Parallel and Within 12" of the Curb	16A.05.290(A)	\$45.00

Motor Vehicle Violations		
Violation	Spokane Municipal Code Reference	Initial Fine
Parallel Parking – No stopping/Standing/Parking Against Authorized Traffic Movement	16A.05.290(B)	\$45.00
Parking Stalls - No Stopping/Standing/Parking – Across Lines/Markings	16A.05.300	\$45.00
Parking Time Limited – Outside of Paid Parking Zone - No Stopping/Standing/Parking Beyond 72 Hrs	16A.05.310(A)	\$45.00
Parking Time Limited – Non-Passenger Vehicle Outside of Paid Parking Zone - No Stopping/Standing/Parking Beyond 24 Hrs Loading	16A.05.310(B)	\$45.00
Parking Time Limited – Paid Parking Zone - No Stopping/Standing/Parking Beyond 24 Hrs	16A.05.310(C)	\$45.00
Parking Time Limited – Posted Sign/Payment Device	16A.05.310(D)	\$45.00
Parking Time Limited – No Re-Parking on Same Block Face Where Time Limit is Greater Than 30 Minutes	16A.05.310(D)(1)	\$45.00
Pedestrian Buffer Strip - No Stopping/Standing/Parking	16A.05.320	\$45.00
Permit Zones - No Stopping/Standing/Parking – No Permit	16A.05.330(A)	\$45.00
Permit Zones - No Stopping/Standing/Parking – Permit Does Not Match Vehicle	16A.05.330(B)(1)	\$45.00
Permit Zones - No Stopping/Standing/Parking – Outside Zone	16A.05.330(B)(2)	\$45.00
Permit Zones - No Stopping/Standing/Parking – Beyond Time Limit	16A.05.330(B)(3)	\$45.00
Police Vehicles Only – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.340	\$65.00
Posted Signs - No Stopping/Standing/Parking – Signs Prohibit	16A.05.350(A)	\$45.00
Posted Signs - No Standing/Parking – Signs Prohibit	16A.05.350(B)	\$45.00
Posted Signs - No Parking – Signs Prohibit	16A.05.350(C)	\$45.00
Public Safety Hazard – No Stopping/Standing/Parking	16A.05.370	\$65.00
Railroad Tracks - On - No Stopping/Standing/Parking	16A.05.380	\$65.00
Railroad Tracks – Loading - No Parking Within 50’	16A.05.390	\$45.00
Reserve a Portion of the Highway – Unlawful	16A.05.400	\$45.00
Safety Zone - No Stopping/Standing/Parking	16A.05.410	\$65.00
Sidewalk – On or Over - No Stopping/Standing/Parking	16A.05.420	\$65.00
Spokane International Airport – No Standing/Parking	16A.05.430	\$45.00
Stop Sign – Approach - No Standing/Parking Within 30’	16A.05.440	\$45.00
Taxicab Zones – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.450	\$45.00
Temporary No Parking Zone - No Stopping/Standing/Parking	16A.05.460(A)	\$100.00
Traffic Control Signal – Approach - No Standing/Parking Within 30’	16A.05.470	\$45.00
Vehicle Repairs - No Standing/Parking	16A.05.480	\$45.00
Yield Sign – Approach - No Standing/Parking Within 30’	16A.05.490	\$45.00
Snow Removal – No Stopping/Standing/Parking After Notice	16A.61.564(A)	\$45.00
Street Needs – No Stopping/Standing/Parking After Notice	16A.61.564(B)	\$45.00
Moving Vehicle of Another – Unlawful	16A.61.570	\$45.00

Motor Vehicle Violations		
Violation	Spokane Municipal Code Reference	Initial Fine
Special Loading Zone – Exceeding Time Limit	16A.61.5703(B)	\$45.00
Special Loading Zone – EPD Exceeding Time Limit	16A.61.5703(C)	\$45.00
Special Loading Zone – Unauthorized Vehicle Parked in SLZ	16A.61.5703(E)	\$45.00
Ski Jogging – Unlawful	16A.61.663	\$45.00
Sidewalk Riding and Parking Regulated – Unauthorized Bicycle or Non-Motorized Vehicle Upon Sidewalk	16A.61.787(A)	\$45.00
Sidewalk Riding and Parking Regulated – Failure to Yield to Pedestrians	16A.61.787(B)	\$45.00
Sidewalk Riding and Parking Regulated – Speeding	16A.61.787(C)	\$45.00
Sidewalk Riding and Parking Regulated – Obstruction	16A.61.787(D)	\$45.00

