CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!
- 2. No Cheering!
- 3. No Booing!
- 4. No public outbursts!
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!
- 6. No person shall be permitted to speak at open forum more often than once per month. In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

- A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
 - 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

- c. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.
- d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.
- e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
- f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
- 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
- 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE



CURRENT COUNCIL & GENDA

MEETING OF MONDAY, OCTOBER 28, 2019

MISSION STATEMENT

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

> MAYOR DAVID A. CONDON COUNCIL PRESIDENT BEN STUCKART

Council Member Breean Beggs Council Member Mike Fagan Council Member Candace Mumm COUNCIL MEMBER KATE BURKE COUNCIL MEMBER LORI KINNEAR COUNCIL MEMBER KAREN STRATTON

COUNCIL CHAMBERS CITY HALL

808 W. SPOKANE FALLS BLVD. SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers for July 29, 2019:

User Name: COS Guest Password: DBC957Km

Please note the space in user name. Both user name and password are case sensitive.

CITY COUNCIL BRIEFING SESSION

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

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

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

ADDRESSING THE COUNCIL

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

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

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

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or <u>msteinolfson@spokanecity.org</u>. 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.	Value Blanket Order increase w International (Somerset, NJ) for including maintenance subscription/upgrades—Increase (incl. tax).		Approve	OPR 2018-0768

- Value blanket with WEMCO, Inc. for spare replacement Approve OPR 2019-0907 parts for the refuse cranes at Solid Waste from RFQ 5165-19 November 15, 2019, through November 14, 2020—Not to exceed \$175,000 (incl. tax).
- Annual Blanket Order with Salt Distributors, Inc. Approve OPR 2019-0908 (Newman Lake, WA) for the purchase of ice kicker for the Street Department for \$139 per ton—not to exceed \$100,000 annually.
- 4. Set Hearing for November 11, 2019, for the Citywide Approve OPR 2019-0909 Capital Improvement Program 2020-2025.

5.	Contract Renewal with Rogue Heart Media, Inc. (Spokane, WA) for Water Stewardship and Stormwater Media Services—Not to exceed \$100,000 (incl. tax).	Approve	OPR 2019-0238
6.	Contract with Complete Design, Inc. for a structural integrity inspection of the ash house at the Waste to Energy Plant from October 1, 2019, through April 1, 2020—Not to exceed \$150,000 (incl. tax).	Approve	OPR 2019-0910 IRFP 5138-19
7.	Multiple Family Housing Property Tax Exemption Agreements with:	Approve All	
	a. Black Enterprises, LP for 50 new multi-family housing units located at 107 S. Howard Street, Parcel Number 35191.2401.		OPR 2019-0911
	b. M & J Scott St, LLC 9 new multi-family housing units located at 509, 515, and 521 S. Scott Street, Parcel Numbers 35201.5357, 35201.5356, and 35201.5355.		OPR 2019-0912
8.	Contract with McClintock & Turk, Inc. for expanding the Nelson Facility CNG refueling site—\$91,066 (incl. tax).	Approve	OPR 2019-0913 RFB 2019-145
9.	Agreement with U.S. Environmental Protection Agency for Coalition Assessment Grant for the University District Coalition to carry out environmental due diligence and remedial investigation on private and public development properties—Revenue of \$600,000.	Approve	OPR 2019-0914
10.	Report of the Mayor of pending:	Approve & Authorize	
	a. Claims and payments of previously approved obligations, including those of Parks and Library, through October 18, 2019, total \$10,469,747.94, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$9,593,168.99.	Payments	CPR 2019-0002
	b. Payroll claims of previously approved obligations through October 19, 2019: \$7,064,985.14.		CPR 2019-0003
11.	City Council Meeting Minutes: October 7, 2019, October 14, 2019 and October 17, 2019.	Approve All	CPR 2019-0013

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session) (Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS (Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS	RECO	MMENDATION
Design Review Board: One Appointment	Approve	CPR 1993-0069
West Quadrant Tax Increment Finance Neighborhood Project Administrative Committee: Three Appointments	Approve	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)

OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed

thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

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

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require <u>Four</u> Affirmative, Recorded Roll Call Votes)

- RES 2019-0091 Sole source with Pure Technologies (San Diego, CA) for pipe condition OPR 2019-0915 assessments utilizing their patented products along with a contract for assessments of the Ray Street and 57th Avenue mains—not to exceed \$325,000 (incl. tax).
- RES 2019-0092 Providing the City of Spokane's authorization, as a sponsoring entity, for the Northeast Public Development Authority to join the Association of Washington Cities Employee Benefit Trust.
- **RES 2019-0093** Adopting the City of Spokane's 2020 State Legislative Agenda.

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35826 Amending Spokane Municipal Code 17C.124.035 "Characteristics of Downtown Complete Street Designations" to allow for he vacation of all or parts of right-of-ways designated as a complete street to accommodate a public use; and declaring an emergency.
- ORD C35827 Regarding the reformation of the West Plains / Airport Area Public Development Authority and approving its charter and bylaws.
- ORD C35828 Regarding the reformation of the University District Public Development Authority and approving its charter and bylaws.

ORD C35829 Regarding the reformation of the Northeast Public Development Authority and approving its charter and bylaws.

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

H1.	Hearing on vacation of Cataldo Avenue and a portion of Dean Avenue between Washington and Howard Streets, as requested by Spokane Public Facilities District. (Deferred from October 7, 2019, Agenda) (Note: First Reading of related First Reading Ordinance C35820 held October 7, 2019)	Approve Subject to Conditions	ORD C35820
H2.	Hearing on possible revenue sources for the 2020 Budget.	Hold Hrg. then Continue to 11/4/19	FIN 2019-0001

Motion to Approve Advance Agenda for October 28, 2019 (per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

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

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

ADJOURNMENT

The October 28, 2019, Regular Legislative Session of the City Council is adjourned to November 4, 2019.

SPOKANE Agenda Sheet	Date Rec'd	10/11/2019	
10/28/2019	Clerk's File #	OPR 2018-0768	
	Renews #		
Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
	SERVICES		
Contact Name/Phone	MICHAEL SLOON 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	VB #301020
Agenda Item Name	5300 SHI VB INCREASE - OCT		
A manda Mandinan	•		

Agenda Wording

Approval to increase est. expenditure on software products, inc. Maintenance and Support Subscription/Upgrades from Software House International (SHI). Request an increase to OPR2018-0768, Value Blanket #301020 of \$365,000 inc. tax and shipping.

Summary (Background)

This increase is necessary to purchase additional Microsoft licenses to complete the migration of all City staff to Office 365, to true-up SQL licensing counts for our SQL server environments enterprise-wide, and to cover miscellaneous software purchases. Washington State DES provides NASPO Valuepoint Master agreements for previously negotiated pricing and established contracts that include pricing advantages for other government agencies to utilize. City of Spokane utilizes this opportunity.

Fiscal Impact Grant		related?	NO		Budget Account			
		Public	Works?	NO	-			
Expense \$ 365,000.00 inc tax & shipping			i	# Various Accounts				
Select	\$				÷	#		
Select	\$				÷	#		
Select	\$				Ŧ	#		
Approvals			(Council Notifications				
Dept Head			SLOON,	MICHAEL	5	Study Session	Sustainable Res 10/21/19	
Division [Director		FINCH, E	RIC	(<u>Other</u>		
Finance			BUSTOS,	KIM	<u>[</u>	Distribution List		
Legal			DALTON	, PAT	ŀ	Accounting - ywang@spokanecity.org		
For the M	<u>ayor</u>		ORMSBY	, MICHAEL	(Contract Accounting - aduffey@spokanecity.org		
Addition	al App	rovals			L	Legal - modle@spokanecity.org		
Purchasir	ng		WAHL, C	ONNIE	F	Purchasing - cwahl@spokanecity.org		
					ľ	IT - itadmin@spokanecity.org		
					٦	Tax & Licenses		

Briefing Paper

Finance, Administration and Sustainable Resources Committee

Division & Department:	Innovation and Technology Services Division			
Subject:	Software House International (SHI) Value Blanket			
Date:	10/21/2019			
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468			
City Council Sponsor:				
Executive Sponsor:	Eric Finch and Michael Sloon			
Committee(s) Impacted:	Sustainable Resources Committee			
Type of Agenda item:	Consent Discussion Strategic Initiative			
Alignment : (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Value Blanket Utilizing various budget accounts.			
Strategic Initiative: Approval to purchase software products through Washington State DES from Software House International (SHI) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council fo approval. approval.				
Deadline:	December 31, 2019			
Outcome: (deliverables, delivery duties, milestones to meet)Approval to increase estimated expenditure on software products, including Maintenance and Support Subscription/Upgrades from Software House International (SHI) for various City Departments, utilizing various contracts from January 1, 2019, through December 31, 2019.				
negotiated pricing and establis agencies to utilize. The City of S opportunity whenever possible <u>Executive Summary:</u> • Requesting an increase International Corp. OP • Utilizing various budge • This increase is necessa	e of \$365,000, including tax and shipping, for Software House R 2018-0768, Value Blanket #301020. t accounts. ary to purchase additional Microsoft licenses to complete the migration			
enterprise-wide, and to	e 365, to true-up SQL licensing counts for our SQL server environments o cover miscellaneous software purchases.			
Operations Impact: Consistent with current operat	re? Tes To No egenerating, match requirements, etc.) ions/policy? I I Yes I No			
Requires change in current ope Specify changes required: Known challenges/barriers:	erations/policy? 🔲 Yes 🗾 No			

Services Bus	siness Lookup		E HOUSE INTERNA					
License Information:						New search	Back to results	
Entity name:	SOFTWAF	RE HOUSE INTER	RNATIONAL, INC.					
Business name:	SOFTWAF	RE HOUSE INTER	RNATIONAL, INC.					
Entity type:	Corporatio	n						
JBI #:	601-639-9	84						
Business ID:	001							
ocation ID:	0003							
_ocation:	Active							
ocation address:		DSON AVE ET NJ 08873-414	5					
Mailing address:		DSON AVE ET NJ 08873-414	5					
Excise tax and reseller	r permit statu	s: Click her	е					
Secretary of State stat	us:	Click her	e					
Endorsements								
Endorsements held at t	his location	icense #	Count	Details	Status	Expiration date	First issuanc	
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Washington State Department of Revenue

Working together to fund Washington's future

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So	ners	set, NJ 08873				-	ADDRE			FORDING COVERAGE		NAIC #
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		CLAIMS-MADE	UCCUR							MED EXP (Any one person)	\$10,0	
										PERSONAL & ADV INJURY	\$1,00	0,000
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		POLICY PRO- JECT	LOC							PRODUCTS - COMP/OP AGG	\$2,00	0,000
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Evi	den	ce of Insurance										
CEI	RTIF	ICATE HOLDER					CANC	ELLATION				
		City of Spokan 808 W. Spokan	e Falls Bl	vd			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	Spokane, WA 99201						AUTHORIZED REPRESENTATIVE					

Wm. Ce. Cilenter Pr	
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SPOKANE Agenda Sheet	Date Rec'd	10/10/2019	
10/28/2019	Clerk's File #	OPR 2019-0907	
	<u>Renews #</u>		
Submitting Dept	Cross Ref #		
Contact Name/Phone	CHRIS AVERYT 625-6540	Project #	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG	Bid #	RFQ 5165-19
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	OF REPLACEMENT CF	RANE PARTS	

Agenda Wording

Value blanket with WEMCO, Inc. for the purchase of spare replacement parts for the refuse cranes from November 15, 2019 through November 14, 2020 for an annual cost not to exceed \$175,000.00 including tax.

Summary (Background)

The Waste to Energy completed the installation of two new refuse cranes, which replaced the 28 year old cranes that were beyond their useful life. The new cranes will require spare electrical components in the event of failure. On Sept. 24, 2019 bidding closed to RFQ 5165-19 for the purchase of these parts. WEMCO Inc. of Spokane, WA was the only response received. The initial value blanket spanning from Nov. 15, 2019 through Nov. 14, 2020 has the option of 4 additional one-year renewals.

Fiscal Impact Grant		Grant related?	NO	Budget Account		
		Public Works?	NO	-		
Expense \$ 175,000.00				# 4490-44100-37148-532	210-34002	
Select	\$			#		
Select	\$			#		
Select	\$			#		
Approva	ls			Council Notifications		
Dept Hea	d	CONKLIN	, CHUCK	Study Session	FASR 10/21/19	
Division	Director	SIMMON	IS, SCOTT M.	<u>Other</u>		
<u>Finance</u>		ALBIN-M	OORE, ANGELA	Distribution List		
Legal		DALTON	PAT	mdorgan@spokanecity.org		
For the N	<u>layor</u>	ORMSBY	, MICHAEL	jsalstrom@spokanecity.org		
Addition	nal App	<u>rovals</u>		tprince@spokanecity.org		
Purchasi	ng	PRINCE,	THEA	rrinderle@spokanecity.org		
				caveryt@spokanecity.org		

Briefing Paper

Finance, Administration & Sustainable Resources Committee

,	Public Works Division; Solid Waste Disposal				
Division & Department:					
Subject:	Replacement Parts for the Refuse Cranes at the WTE				
Date:	October 21, 2019				
Contact (email & phone):	Chris Averyt, <u>caveryt@spokanecity.org</u> , 625-6540				
City Council Sponsor:					
Executive Sponsor:	Scott Simmons, Director, Public Works				
Committee(s) Impacted:	Finance, Administration & Sustainable Resources/Public Infrastructure, Environment and Sustainability Committee				
Type of Agenda item:	Consent Discussion Strategic Initiative				
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan) Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations				
Deadline:					
Outcome: (deliverables, delivery duties, milestones to meet) Background/History:	Council approval of the value blanket to ensure continued uninterrupted operations.				
components in the event of fai On September 24, 2019 biddin parts. WEMCO Inc. of Spokane November 15, 2019 through N	ond their useful life. The new cranes will require spare electrical lure. g closed to RFQ 5165-19 for the purchase of these spare replacement , WA was the only response received. The value blanket will span from ovember 14, 2020 with the option of four (4) additional one-year to exceed \$175,000.00 including tax.				
 Executive Summary: Value Blanket for the purchase of spare electrical components for the two new bridge cranes at the WTE Facility. RFQ 5165-19 was issued for these parts and WEMCO, Inc. was the only response received. The value blanket will span from November 15, 2019 through November 14, 2020. The annual cost not to exceed \$175,000.00 including tax. 					
Budget Impact: Approved in current year budget? Yes No N/A Annual/Reoccurring expenditure? Yes No N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Operations Impact: Operations Impact:					
Operations Impact: Consistent with current operations/policy? Yes No N/A Requires change in current operations/policy? Yes No N/A Specify changes required: Known challenges/barriers:					

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	10/11/2019
10/28/2019	Clerk's File #	OPR 2019-0908	
		Renews #	
Submitting Dept	STREETS	Cross Ref #	
Contact Name/Phone	CLINT HARRIS X7744	Project #	
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	VB
Agenda Item Name	1100 CONTRACT FOR ICE KICKER		

Agenda Wording

APPROVE ANNUAL BLANKET ORDER WITH SALT DISTRIBUTORS, INC(NEWMAN LAKE, WA) FOR THE PURCHASE OF ICE KICKER - \$139 PER TON, NOT TO EXCEED \$100,000 ANNUALLY.

Summary (Background)

ICE KICKER IS A SALT-BASED PRODUCT WITH ANTICORROSIVE INHIBITORS ADDED, AND IS USED BY THE STREET DEPT DURING WINTER MONTHS TO AID IN ICE AND SNOW REMOVAL PRIMARILY IN THE CBD AREA.

<u>pact</u>	Grant related?	NO	Budget Account	
	Public Works?	NO		
\$ 100,0	00.00		# 1100-21700-42300-53210-99999	
\$			#	
\$			#	
\$			#	
<u>s</u>			Council Notifications	
	HARRIS,	CLINT E.	Study Session	
irector	SIMMON	NS, SCOTT M.	<u>Other</u>	
	ORLOB,	KIMBERLY	Distribution List	
	DALTON	, PAT	rhowerton	
yor	ORMSBY	, MICHAEL	tprince	
I App	rovals		dmitchell	
g			jlargent	
			rmann	
			taxes & licenses	
	\$ 100,0 \$ \$ \$ <u>\$</u> <u>rector</u> <u>yor</u> I App	Public Works? \$ 100,000.00 \$ <tr< th=""><th>Public Works? NO \$ 100,000.00 \$ \$ \$ \$ \$ \$ Public Works? NO \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$</th><th>Public Works? NO \$ 100,000.00 # 1100-21700-42300-53210-999999 \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ Ocuncil Notifications \$ # \$ # \$ Ocuncil Notifications \$ # \$ Ocuncil Notifications \$ # \$ Datrons, scort M. ORLOB, KIMBERLY Distribution List DALTON, PAT rhowerton Yor ORMSBY, MICHAEL tprince I Approvals dmitchell I argent rmann<!--</th--></th></tr<>	Public Works? NO \$ 100,000.00 \$ \$ \$ \$ \$ \$ Public Works? NO \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Public Works? NO \$ 100,000.00 # 1100-21700-42300-53210-999999 \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ Ocuncil Notifications \$ # \$ # \$ Ocuncil Notifications \$ # \$ Ocuncil Notifications \$ # \$ Datrons, scort M. ORLOB, KIMBERLY Distribution List DALTON, PAT rhowerton Yor ORMSBY, MICHAEL tprince I Approvals dmitchell I argent rmann </th

Briefing Paper (PIES)

Division & Department:	Street					
Subject:	lce Kicker					
Date:	10/28/2019					
Contact (email & phone):	rhowerton@spokanecity.org / 625-7741					
City Council Sponsor:						
Executive Sponsor:	Scott Simmons					
Committee(s) Impacted:						
Type of Agenda item:	× Consent 🔲 Discussion 🔲 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)						
-	ticorrosive inhibitors added is used by Street Department during the d primarily in the CBD area. Is purchased off the state contract.					
Action • Approval of the contract Funding	 Impact The total cost to the City is \$139 per ton not to exceed \$100,000 annually. Action Approval of the contract 					
Budget Impact: Approved in current year budget? Approved in current year budget? Yes No Annual/Reoccurring expenditure? Yes Yes No N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Operations Impact: Consistent with current operations/policy? Yes No Yes No Yes No No No N/A						
Specify changes required: Known challenges/barriers:						

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	10/16/2019			
10/28/2019	Clerk's File #	OPR 2019-0909				
		Renews #				
Submitting Dept	FINANCE & ADMIN	Cross Ref #				
Contact Name/Phone	PAUL INGIOSI 625-6061	Project #				
Contact E-Mail	PINGIOSI@SPOKANECITY.ORG	<u>Bid #</u>				
Agenda Item Type	Hearings	Requisition #				
Agenda Item Name	0410 - SET HEARING FOR CITYWIDE CAPITAL IMPROVEMENT PROGRAM 2020					
Agenda Wording						

Set Hearing for November 11, 2019 for the Citywide Capital Improvement Program 2020-2025.

Summary (Background)

In accordance with the State Growth Management Act and the City of Spokane's Spokane Municipal Code (SMC) Chapter 7.17, the City must adopt and annually update a Citywide Six-Year Capital Improvement Program. The Program must be updated annually as part of the Budget Process. With the approval of the 2020 Budget, the first year of the Capital Improvement Program reflects the 2020 Budget.

npact	Grant related?	NO	Budget Accou	<u>nt</u>
	Public Works?	NO		
\$			#	
\$			#	
\$			#	
\$			#	
ls			Council Notific	cations
<u>d</u>	HUGHES	, MICHELLE	Study Session	8/22/19
<u>Director</u>	STOPHE	R, SALLY	<u>Other</u>	Finance, Administration
	BUSTOS	KIM	Distribution Li	st
	DALTON	<i>,</i> PAT	lwilliams@spokane	city.org
<u>ayor</u>	ORMSBY	, MICHAEL	pingiosi@spokaned	ity.org
al App	<u>rovals</u>			
ng				
	\$ \$ \$ Is Director ayor al App	Public Works?	Public Works? NO Public Works? NO Public Works? NO	Public Works? NO \$ # \$ Dotype Distribution Li Distribution Li DALTON, PAT # # # # # # # # # # # <t< td=""></t<>

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	10/15/2019			
10/28/2019		Clerk's File #	OPR 2019-0238			
		Renews #				
Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #				
Contact Name/Phone	KRISTEN 625-6573	Project #				
Contact E-Mail	KZIMMER@SPOKANECITY.ORG	<u>Bid #</u>	4100-354-2019			
Agenda Item Type	Contract Item	Requisition #	21082			
Agenda Item Name	4100/4330 WATER STEWARDSHIP/STORMWATER MEDIA SERVICES					
Agenda Wording						

Annual contract renewal for Water Stewardship and Stormwater Media Services with Rogue Heart Media, Inc. (Spokane, WA) not to exceed \$100,000.00 (including tax).

Summary (Background)

IRFP #4100-354-2019 for media services was issued in February to more than 90 firms. Two proposals were received; the evaluation committee recommended award to Rogue Heart. Annual renewals were included up to a total term of five years. This represents the first such renewal at mutual consent with three renewals remaining. This renewal will add stormwater education to the existing services deployed for the SpokaneScape Rebate and Slow the Flow water conservation programs.

Fiscal Impac	t Grant	related?	NO	Budget Account			
		Works?	NO	<u> </u>			
Expense \$ 7	0,000.00			# 4100-42415-34148-5420)1-99999		
Expense \$ 3	0,000.00			# 4330-43354-35148-5420)1-99999		
Select \$	#						
Select \$				#			
Approvals	Approvals			Council Notifications			
Dept Head KEGLEY, DANIEL			DANIEL	Study Session			
Division Direc	<u>tor</u>	SIMMON	NS, SCOTT M.	<u>Other</u>	UE 10/14/2019		
Finance		ALBIN-N	100RE, ANGELA	Distribution List			
<u>Legal</u>		DALTON	<i>,</i> PAT	Megan Kennedy - megan@	rogueheartmedia.com		
For the Mayor		ORMSBY	, MICHAEL	sjohnson@spokanecity.org			
Additional A	pprovals	5		kzimmer@spokanecity.org			
Purchasing		WAHL, C	CONNIE	dkegley@spokanecity.org			
				wateraccounting@spokane	ecity.org		
				aduffey@spokanecity.org			

Briefing Paper

Urban Experience Committee

Subject:	Public Works, 4100 Water & Hydroelectric Services			
	Media Services Contract Renewal for Water Stewardship &			
	Stormwater Pollution			
Date:	14 October 2019			
Author (email & phone):	Kristen Zimmer, <u>kzimmer@spokanecity.org</u> , x6573			
City Council Sponsor:				
Executive Sponsor:	Scott Simmons, Director – Public Works			
Committee(s) Impacted:	PIES			
Type of Agenda item:	Consent Discussion Strategic Initiative			
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Funding for this contract is available in the Water & Hydroelectric Services department budget.			
Strategic Initiative:	Innovative Infrastructure, Safe & Healthy			
Deadline:	The existing contract expires October 15, 2019.			
Outcome: (deliverables, delivery duties, milestones to meet) Renewal of this contract will continue existing media services for the Water Stewardship program and add educational services targeting Stormwater Pollution.				
	to the existing contract up to a total term of five years. This represents			
In light of the new component. Eastern Washington Phase II N education into the existing pro SpokaneScape Rebate and Slov representation, and value mes <u>Executive Summary:</u>				
In light of the new component. Eastern Washington Phase II N education into the existing pro SpokaneScape Rebate and Slov representation, and value mes Executive Summary:	s added to the Public Education and Outreach section of the 2019-2024 Aunicipal Stormwater Permit, this renewal will incorporate stormwater aduction, design, and media purchasing services deployed for the w the Flow water conservation programs to ensure consistent design, saging. 0238 with Rogue Heart Media, Inc. (Spokane, WA) for media services I \$100,000.00 annually (including tax) als remain			
In light of the new component. Eastern Washington Phase II N education into the existing pro SpokaneScape Rebate and Slow representation, and value mes <u>Executive Summary:</u> • Renewal of OPR 2019- • Renewal not to exceed • Three optional renewo	s added to the Public Education and Outreach section of the 2019-2024 Aunicipal Stormwater Permit, this renewal will incorporate stormwater oduction, design, and media purchasing services deployed for the w the Flow water conservation programs to ensure consistent design, saging. 0238 with Rogue Heart Media, Inc. (Spokane, WA) for media services d \$100,000.00 annually (including tax) als remain			

Specify changes required: N/A Known challenges/barriers:



City of Spokane

CONTRACT AMENDMENT / RENEWAL #1 OF 4

Title: Water & Stormwater Stewardship Media Services

This Contract Amendment / Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Rogue Heart Media**, **Inc.**, whose address is 2916 North Monroe Street, Spokane, Washington 99205 as ("**Company**"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the **Company** agreed to provide for the City Media Production and Management for Water Stewardship Program; and

WHEREAS, a revision of the Work has been requested, and the Contract time for performance needs to be renewed, thus the original Contract needs to be formally Amended and Renewed by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated March 25, 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 / Renewal shall become effective on October 16, 2019 and end October 15, 2020.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include the following additional Work:

Media Production and Management for Stormwater Stewardship.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE THOUSAND HUNDRED AND NO/100 DOLLARS (\$100,000.00)** for everything furnished and done under this Contract Amendment / Renewal. This is the maximum amount to be paid under this Amendment / Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document. 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 / Extension by having legally-binding representatives affix their signatures below.

ROGUE HEART MEDIA, INC. **CITY OF SPOKANE** Ву_____ By Date Date Signature Signature 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:

Additional Scope of Work document

ADDITIONAL SCOPE NOTES & ROUGH NUMBERS

Water Conservation 2019/ 2020

TIMELINE BREAKDOWN:

OCTOBER - JANUARY: (\$19,820)

- Maintain Social Channels for engagement momentum through off-season
- Define target audiences and 2020 campaign priorities
- Develop campaign messages and strategy for Stormwater
- Develop campaign messages and continued strategy for SpokaneScape & Water Conservation
- Design style guide and assets for new campaign materials as needed
- Support in the design of residential survey and other measurables to be implemented by City

FEBRUARY-APRIL: (\$25,270)

- Produce Stormwater Campaign Content (Photography, Video, Radio, Design)
- Implement Stormwater campaign on social media channels
- Publish Radio ad content (March-August)
- Pre-Production for SpokaneScape campaign elements
- Maintain and grow Social Channel audience
- Measure and Report engagement and, where possible, effectiveness

MAY-JULY: (\$30,110) / JULY-SEPTEMBER (\$24,790)

- Produce SpokaneScape and Slow the Flow Campaign Content (Photography, Video, Radio, Design)
- Implement Campaigns on social media channels
- Publish Radio ad content (March-August)
- Maintain and grow Social Channel audience
- Measure and Report engagement and, where possible, effectiveness
- Position content toward measurable action as well as education, for example:
 - Application to SpokaneScape Rebate Program
 - Enrollment of certified professionals to SpokaneScape program
 - Submission to SpokaneScape Photo Contest
 - Participation in giveaways for water conservation swag

BUDGET

TOTAL:	\$ 99,990.00	
JULY-SEP:	\$ 24,790.00	contest
		CAMPAIGN: Slow the Flow Focus; SpokaneScape photo
MAY-JULY:	\$ 30,110.00	CAMPAIGN: SpokaneScape Focus
FEB-APRIL:	\$ 25,270.00	SpokaneScape
		CAMPAIGN: Stormwater Focus; Pre-production
OCT-JAN:	\$ 19,820.00	Maintenance (including ad spend) + Strategy

Right now we have \$25,000 allocated for ad spend, and \$74,990 for service hours.



ROGUHEA-02 CEDTIEICATE OF LIADILITY INCLIDANCE

PMCNAMARA

DAI	E	(WIN	NOD	141	ſ¥	¥)
	-				-	

								10	/15/2019
THIS CERTIFICATE IS ISSUED AS CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	TIVEL ISUR/ ND T	ANCI HE C	R NEGATIVELY AMEND E DOES NOT CONSTITU CERTIFICATE HOLDER.	, EXTE	ND OR ALT	FER THE CO BETWEEN	OVERAGE AFFORDED THE ISSUING INSURER	TE HO BY TH S(S), AU	LDER. THIS E POLICIES JTHORIZED
IMPORTANT: If the certificate hold If SUBROGATION IS WAIVED, subj this certificate does not confer rights	ect to	> the	terms and conditions of	the pol	icv. certain	policies may	NAL INSURED provision require an endorsemen	ns or b nt. A si	e endorsed. tatement on
PRODUCER				CONTAC	ст				
Wheat & Associates Insurance, Inc. PO Box 3548				PHONE (A/C, No	, _{Ext):} (509) 9	922-2937	FAX (A/C, No):	(509) 9	922-4103
Spokane, WA 99220				E-MAIL ADDRESS:					
									NAIC #
INSURED				INSURE		asualty Ins			10937
Rogue Heart Media, Inc.				INSURE					
121 W Waverly Pl				INSURE			· · · · · · · · · · · · · · · · · · ·		
Spokane, WA 99205				INSURE	RE:				
				INSURE	RF:		·-····		
			E NUMBER:				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLIC INDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	REQU PER		ENT, TERM OR CONDITIO	N OF A	THE POLIC		R DOCUMENT WITH RESPE	ECT TO	WHICH THIS
INSR TYPE OF INSURANCE	ADDL	SUBF	POLICY NUMBER			POLICY EXP (MM/DD/YYYY)		rs	
A X COMMERCIAL GENERAL LIABILITY	x		BKS57366528		5/31/2019	5/31/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$	1,000,000
							MED EXP (Any one person)	\$	15,000
]							PERSONAL & ADV INJURY	\$	1,000,000
							GENERAL AGGREGATE	\$	2,000,000
							PRODUCTS - COMP/OP AGG	\$	2,000,000
	+				-		COMBINED SINGLE LIMIT	\$	
							(Ea accident) BODILY INJURY (Per person)	\$ \$	
OWNED AUTOS ONLY SCHEDULED AUTOS							BODILY INJURY (Per accident)		
HIRED ONLY AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
	<u> </u>	<u> </u>						\$	
UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADI							EACH OCCURRENCE	\$	
DED RETENTION \$	1						AGGREGATE	\$	
A WORKERS COMPENSATION		<u> </u>					PER X OTH-	\$	
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			BKS57366528		5/31/2019	5/31/2020	E.L. EACH ACCIDENT	\$	1,000,000
	N/A						E.L. DISEASE - EA EMPLOYEE		1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below	ļ						E.L. DISEASE - POLICY LIMIT	\$	2,000,000
									_
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC City of Spokane & Spokane Public Facilitie endorsement CG8810, in respect to the op	LES (/ s Dist eration	ACORE rict a ns of	2101, Additional Remarks Schedul re included as an Addition the named insured perform the named insured perform	le, may be al Insura ned on 1	attached if mon ed, but only i their behalf.	e space is requir if required by	^{ed)} Written contract or writte	ən agre	ement, as per
CERTIFICATE HOLDER				CANC	ELLATION				
City of Spokane 808 W Spokane Falls Blvd				SHOL THE	ILD ANY OF T EXPIRATION	I DATE THI	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E Y PROVISIONS.	ANCELL BE DEI	ED BEFORE JVERED IN
Spokane, WA 99201			1	AUTHOR	ZED REPRESEN	TATIVE			
				Pater	1 Mt Ascar				

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Washington State Department of Revenue

Services Bu	siness Lookup	ROGUE HEART MEDIA INC.			
License Information:			New search	Back to results	
Entity name:	ROGUE HEART MEDIA INC.				
Business name:	ROGUE HEART	ROGUE HEART MEDIA INC.			
Entity type:	Profit Corporation	Profit Corporation			
UBI#:	603-396-687	603-396-687			
Business ID:	001	001			
Location ID:	0001	0001			
Location:	Active	Active			
Location address:		2916 N MONROE ST SPOKANE WA 99205-3359			
Mailing address:	2916 N MONROE ST SPOKANE WA 99205-3359				
Excise tax and reseller permit status: Click here		Click here			
Secretary of State status:		Click here			

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business		Active	Mar-31-2020	Nov-04-2014		
Governing People May include govern	ing people not registered with	h Secretary of State				
Governing people			Title			
KENNEDY, MEGAN						
KENNEDY, ROBERT						

The Business Lookup information is updated nightly. Search date and time: 10/15/2019 2:06:15 PM

Working together to fund Washington's future

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	10/10/2019
10/28/2019		Clerk's File #	OPR 2019-0910
		Renews #	
Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHRIS AVERYT 625-6540	Project #	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG	<u>Bid #</u>	IRFP 5138-19
Agenda Item Type	Contract Item	Requisition #	CR 21073
Agenda Item Name	4490 CONTRACT FOR ASH HOUSE STRUCTURAL INTEGRITY INSPECTION AT		
Agenda Wording			

Contract with Complete Design, Inc. for a structural integrity inspection of the ash house at the WTE. Contract will span from October 1, 2019 through April 1, 2020 with a cost not to exceed \$150,000.00 including tax.

Summary (Background)

The WTE operates continuously. The Ash House is where all ash is handled from the incineration process. This contract is for a full non-destructive evaluation of the ash house equipment and structural members. Due to the corrosive nature of the ash and 28 years of operation, repairs are needed and this study will define the extent of those repairs. On Sept. 25th, 2019 bids were received for IRFP 5138-19 for this inspection. Complete Design Inc. of Wenatchee, WA was the only response received.

	<u> </u>					
<u>npact</u>	Grant related?	NO	<u>Budget Accou</u>	<u>nt</u>		
	Public Works?	NO				
\$ 150,0	00.00		# 4490-44900-940	00-56203		
\$			#			
\$			#			
\$			#			
Approvals			Council Notific	Council Notifications		
<u>k</u>	CONKLIN	, CHUCK	Study Session	FASR 10/21/19		
<u> Director</u>	SIMMON	IS, SCOTT M.	<u>Other</u>			
Finance ALBIN-MOORE, ANGELA		Distribution Li	Distribution List			
Legal DALTON, PAT		mdorgan@spokane	mdorgan@spokanecity.org			
For the Mayor ORMSBY, MICHAEL		jsalstrom@spokane	jsalstrom@spokanecity.org			
Additional Approvals		tprince@spokanec	tprince@spokanecity.org			
Purchasing WAHL, CONNIE		caveryt@spokanec	caveryt@spokanecity.org			
		rrinderle@spokane	rrinderle@spokanecity.org			
	\$ \$ s birector ayor al App	Public Works? \$ 150,000.00 \$ <tr< td=""><th>Public Works? NO</th><td>Public Works? NO \$ 150,000.00 # 4490-44900-940 \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ CONKLIN, CHUCK \$ \$ CONKLIN, CHUCK \$ \$ CONKLIN, CHUCK \$ \$ MMONS, SCOTT M. \$ OIrector \$ \$ \$ ALBIN-MOORE, ANGELA \$ DALTON, PAT mdorgan@spokane \$ ORMSBY, MICHAEL \$ \$ \$ \$ \$ ORMSBY, MICHAEL \$</td></tr<>	Public Works? NO	Public Works? NO \$ 150,000.00 # 4490-44900-940 \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ # \$ CONKLIN, CHUCK \$ \$ CONKLIN, CHUCK \$ \$ CONKLIN, CHUCK \$ \$ MMONS, SCOTT M. \$ OIrector \$ \$ \$ ALBIN-MOORE, ANGELA \$ DALTON, PAT mdorgan@spokane \$ ORMSBY, MICHAEL \$ \$ \$ \$ \$ ORMSBY, MICHAEL \$		

Briefing Paper

Finance, Administration & Sustainable Resources Committee

	Stration & Sustainable Resources Committee		
Division & Department:	Public Works Division; Solid Waste Disposal		
Subject:	Contract for Ash House Structural Integrity Inspection at WTE.		
Date:	October 21, 2019		
Contact (email & phone):	Chris Averyt, <u>caveryt@spokanecity.org</u> , 625-6540		
City Council Sponsor:			
Executive Sponsor:	Scott Simmons, Director, Public Works		
Committee(s) Impacted:	Finance, Administration & Sustainable Resources/Public Infrastructure, Environment and Sustainability Committee		
Type of Agenda item:	Consent Discussion Strategic Initiative		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)			
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations		
Deadline:			
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract in order to continue uninterrupted operations.		
this study will define the exten On September 25 th , 2019 bids Inspection. Complete Design I	h house and 28 years of continued operation, repairs are needed and at of those repairs. were received for IRFP-5138-19 - Ash House Structural Integrity nc., of Wenatchee, WA was the only response received. This contract 9 through April 1, 2020 with a cost not to exceed \$150,000.00 including		
tax. Executive Summary:			
 Contract for a complet The inspection will def IRFP 5138-19 was issue received. 	te inspection of the Ash House at the WTE. Fine the extent of repairs needed after 28 years of operation. Ed for this inspection and Complete Design, Inc. was the only response O – Apr. 1, 2020 for a total cost of \$150,000.00 incl. tax		
<u>Budget Impact:</u> Approved in current year budg Annual/Reoccurring expenditu If new, specify funding source: Other budget impacts: (revenu <u>Operations Impact:</u> Consistent with current operat	ure? Yes No N/A		
Requires change in current operations of the second			

Known challenges/barriers:

City Clerk's OPR



City of Spokane

CONSULTANT AGREEMENT

Title: ASH HOUSE STRUCTURAL INTEGRITY INSPECTION

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COMPLETE DESIGN, INC.**, whose address is 353 Malaga Highway, Wenatchee, Washington 98807 as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to perform the Ash House Structural Integrity Inspection; and

WHEREAS, the Firm has was selected through IRFP 5138-19.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on October 1, 2019, and ends on April 1, 2020, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Firm 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 Firm is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Firm's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Exhibit B, Firm's Proposal dated September 23, 2019, which are attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

The Work is subject to City review and approval. The Firm 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 Firm's progress.

4. COMPENSATION.

Total compensation for Firm's services under this Agreement shall be a maximum amount not exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00**), including tax, if applicable, unless modified by a written amendment to this Agreement. 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.

5. PAYMENT.

The Company shall submit its applications for payment to Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd, Spokane, Washington 99224. **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 pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Firm's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Firm at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultant.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Firm to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. Airfare: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. Lodging: Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Firm 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 Firm'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. Where required by state statute, ordinance or regulation, Firm shall pay and maintain in current status all taxes necessary for performance. Firm shall not charge the City for federal excise taxes. The City will furnish Firm an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. 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.

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

9. SOCIAL EQUITY REQUIREMENTS.

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. Firm 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 Firm. Firm shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Firm 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 Firm's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Firm 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 Firm'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 Firm, its agents or employees. The Firm specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Firm's own employees against the City and, solely for the purpose of this indemnification and defense, the Firm specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Firm 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.

11. INSURANCE.

During the period of the Agreement, the Firm 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 RCW Title 48;

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 Firm's services to be provided under this Agreement; and

C. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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 Firm or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Firm 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 Firm'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 Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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. AUDIT.

Upon request, the Firm shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Firm, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Firm shall permit the City to copy such books and records at its own expense. The Firm shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Firm is an independent Consultant. This Agreement does not intend the Firm to act as a City employee. The City has neither direct nor immediate control over the Firm nor the right to control the manner or means by which the Firm works. Neither the Firm nor any Firm employee shall be an employee of the City. This Agreement prohibits the Firm to act as an agent or legal representative of the City. The Firm 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 Firm shall pay all income and other taxes as due. The Firm may perform work for other parties; the City is not the exclusive user of the services that the Firm provides.
- B. If the City needs the Firm to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Firm works on the City premises using City equipment, the Firm remains an independent Consultant and not a City employee. The Firm will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Firm will be required to work from its own office space or in the field. The City may negotiate a reduction in Firm fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Firm shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Firm identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Firm's employment, the Firm shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Firm from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Firm 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 Firm shall incorporate by reference this Agreement, except as otherwise provided.

The Firm shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Firm from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

- A. Firm shall promptly notify the City in writing of any person expected to be a Firm Worker (including any Firm employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Firm shall ensure compliance with the City Ethics Code by any Firm Worker when the Work or matter related to the Work is performed by a Firm Worker who has been a City officer or employee within the past two (2) years.
- C. Firm shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Firm. Promotional items worth less than \$25 may be distributed by the Firm to a City employee if the Firm uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Firm confirms that the Firm or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the Firm selection, negotiation, drafting, signing, administration or evaluation of the Firm's work. As used in this Section, the term Firm includes any worker of the Firm who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Firm is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Firm under this Agreement in the delivery of a final work product. The standard of care applicable to Firm's services will be the degree of skill and diligence normally employed by professional engineers or Firms performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Firm, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other Firm services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Firm shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Firm for the Work, whether or not the Work is completed. The Firm grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Firm for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

- B. Patents: The Firm assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Firm does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Firm created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Firm has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Firm grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Firm does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Firm from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are **public records** which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Firm must familiarize themselves with state law and the City of Spokane's process for managing records.

The City will endeavor to redact anything that clearly should be redacted under the law. For example, the City will generally redact Social Security Numbers, tax records, and financial account numbers before records are made available to a requestor. Firm may identify any materials Firm believes to be not subject to release under the Public Records Act. City will not be bound by Firm's determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Firm or Firm's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records). If City determines that there are exemptions that can be asserted only by Firm, City will endeavor to notify Firm and Firm will be given ten days to obtain a Court order preventing the City from releasing the requested records. If no Court order is procured by Firm, the City will release the requested records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Firm's performance, shall first be through negotiations, if possible, between the Firm's Project Manager and the City's Project Manager. It shall be referred to the Director and the Firm's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City

to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Firm to correct such work prior to the City payment. The City will provide to the Firm an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Firm provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Firm may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Firm's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Firm. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.
- D. Actions upon Termination: if termination occurs not the fault of the Firm, the Firm shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Firm agrees this payment shall fully and adequately compensate the Firm and all subconsultant for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Firm shall provide the City with the most current design documents, contract documents, writings and other products the Firm has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Firm harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Firm's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Firm at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a

different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Firm, 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. Without limiting the generality of this paragraph, the Firm shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. 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.
- I. 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 of condition. Neither the acceptance by the City of any performance by the Firm after the time the same shall have become due nor payment to the Firm 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.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties

agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Firm. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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.

CITY OF SPOKANE

COMPLETE DESIGN, INC.

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: Exhibit A – Certificate Regarding Debarment Exhibit B - Firm's Proposal dated September 23,	2019

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)

EXHIBIT B

Bid Response Summary

Bid Number	IRFP 5138-19
Bid Title	Ash House Structural Integrity Inspection
Due Date	Wednesday, September 25, 2019 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Closed to Bidding
Company	Complete Design
Submitted	Johnny Davis - Wednesday, September 25, 2019 8:25:48 AM [(UTC-08:00) Pacific Time (US &
Ву	Canada)]
Comments	

Question Responses

Reference Number	Question	Response
#1	ADDENDA. Indicated how many Addenda Contractor	1
πι	acknowledges receipt of.	I
	Bidder realizes if it did not attend the Mandatory Pre Bid on	
#2	Aug 27, 2019, at 11:00AM , it will be non-responsive, and	sign in pre bid meeting.po
	therefore, cannot submit a propsoal. Acknowledge	
	Bidder agrees that its Proposal WILL NOT be withdrawn for a	
#3	minimum of ninety (90) calendar days after the stated submittal	Yes
	date.	
#4	Bidder Has Reviewed "Addendum 1, IRFP 5138-19 located in	Yes
#4	"Documents Tab"	165
#5	Download "Addendum 1 IRFP 5138-19" From The Bid	Addendum 1 IRFP 5138-
#5	Documents Tab, Enter Company and Sign, and Upload Here	(1) Signed.pdf
#6	Bidder Has Reviewed "Addendum 2, IRFP 5138-19 located in	Yes
#0	"Documents Tab"	165
#7	Download "Addendum 2 IRFP 5138-19" From The Bid	Addendum 2 IRFP 5138-
#1	Documents Tab, Enter Company and Sign, and Upload Here	(1).pdf
	BACKGROUND AND PURPOSE: The City of Spokane,	
	through its Solid Waste Disposal Department (hereinafter	
	"City") is initiating this Request for Proposals (RFP) to solicit	
	Proposals from Firms interested in participating on a project to	
	provide inspection Services with detailed repair and or	
1	replacement requirements for the Ash storage building, Ash	YES
1	bowling alley, Ash building equipment tower, ash handling	120
	equipment, support system, building utilities, substructure and	
	concrete flooring. This RFP is for the inspection and	
	identification with detailed report of inspection including	
	recommended repair or replacement of facility building and or	
	equipment identified above with and detailed in the work scope	
	The Waste to Energy Facility (WTEF) operates a 24-hour/365	
2	day per year environment and works under aggressive	Yes
	deadlines and schedules that require suppliers to provide high	-
	service levels.	

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3	The WTEF utilizes two Babcock and Wilcox refuse fired boiler units each operating at 850 psig 825 F producing up to 114000 lbs/hr of steam per hour. The flue gas flows up from the furnace and thru a 33 pendant wide 20 tube deep super heater before entering a long flow generating bank. From the generator the flue gas flows thru a two unit Kentube horizontal tube economizer. Upon exiting the economizer the gas then flows down thru a seven story high spray dyer absorber before entering the fabric filter bag houses.	Yes
4	Historically, based on annual tonnage of Municipal Solid Waste (MSW) received at the WTEF, the WTEF conducts two scheduled maintenance-related outages per calendar year: of which one or both may be a "cold iron" outage. A Cold Iron outage is normally a period of 5-12 days in which both boilers end up being taken off-line. A Non-Cold Iron outage is normally a period of 7-10 days in which one boiler remains on-line while the other boiler is taken off-line to be serviced for maintenance and then brought back on-line, at which time the other boiler is then taken off-line to be serviced for maintenance and then brought back on line. Typically, a non-cold iron outage is selected and preferred over a cold iron outage. Typically these outages occur the first week in May and November, but are subject to change.	Yes
#1	The Firm must be licensed to do business in the State of Washington. The Firm must have five (5) years' experience in Facility and mechanical equipment structural and coating inspections. Firm must have on staff the following certifications: AWS certified weld inspector (CWS), level II NDT ultrasonic thickness tester, SPCC level II coatings inspector, NACE level III coatings inspector.	Acknowledged
2	Supplemental Bidder Responsibility Criteria will apply to this requirement. Bidder must meet the mandatory bidder responsibility criteria called out in City of Spokane Supplemental Bidder Responsibility Criteria Form to be considered a responsible bidder. Acknowledged.	Yes
3	Download "Supplemental Bidder Responsibility Criteria Form With Work Experience Form" From The Bids Documents Tab, Complete And Upload Here	supplemental bidder responsibility.pdf
1	PERIOD OF PERFORMANCE: The period of performance of any contract resulting from this IRFP is scheduled to begin on or about 10/1/2019 with final report to be delivered by 4/1/2020. Acknowledged.	YES
2	PERIOD OF PERFORMANCE: Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement.	YES
1	Unless otherwise stated, the Contractor shall obtain all required permit, furnish all reports, labor, supervision, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of specified services described herein, for the WTE Facility, 2900 S. Geiger Blvd, Spokane, WA 99224-5400.	Yes

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1	The City of Spokane, WA is soliciting proposals for field inspection services associated with its Ash house building and equipment support structures. Acknowledge.	Yes
2	The City of Spokane specifically reserves the right to reject any or all proposals, to waive any proposal requirements, to investigate the qualifications of any proposal, to obtain new proposals, or to proceed to have the service provided in any way the City deems appropriate. Acknowledge.	Yes
3	Field Inspection Services shall be performed by: NACE Certified or NACE Level II coatings inspectors working under the direct supervision of a NACE Certified Coating Inspector or NACE Corrosion Engineer. Experienced welding inspectors are required to AWS Certified Welding Inspectors, AWS Associate Welding Inspectors must work under direct supervision of an AWS certified welding inspector. Acknowledged.	Yes
4	All inspections shall ensure that existing structures, foundations and ash handling equipment conform to the requirements of NACE International; SSPC (Society of Protective Coatings), American National Standards Institute (ANSI); American Concrete Institute (ACI); American Society for Testing and Materials (ASTM); State Health Codes; American Welding Society (AWS); Washington Industrial safety and health act (WISHA) standards and the Occupational Safety and Health Administration (OSHA) Standards where applicable. Acknowledged.	Yes
1	The general objective and intent of this RFP is to conduct a comprehensive inspection of the Ash house building to include the structures known as the bowling alley and ash conditioning room with all associated equipment therein including the bottom ash vibrating conveyor. The inspection will be comprehensive in that it will include scopes to inspect and confirm all structural design compliancy in regards to corrosion and its effect on the original engineered specification as per the original drawings, OEM manuals and applicable codes and standards. Inspections will include scopes for corrosion inspection, coating inspections, concrete inspection and structural analysis, equipment structural inspection and inspections for all support systems and subsystems to comply with applicable codes and industrial standards. A project schedule must also be provided in Microsoft Project format. At a minimum this RFP expects a proposal meeting the stated requirements. Acknowledge.	Yes
1.1	Requirement to be meet: 1. A review of all ash handling building drawings and design documentation. Acknowledge.	Yes
1.2	Requirement to be meet: 2. A review of all ash handling equipment manufacturer's specifications and designs. Acknowledge.	Yes
1.3	Requirement to be meet: 3. A review of the ash house wet scrubber design and specifications. Acknowledge	Yes
1.4	Requirement to be meet: 4. Review and submit all applicable steel structural specifications and building code requirements as they pertain to this inspection. Acknowledge.	Yes

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1.5	Requirement to be meet: 5. Submittal of the theory and approach the bidder will use for this inspection. Acknowledge.	Yes
1.6	Requirement to be meet: 6. Outline any WTEF support requirements and bidder needs required to complete the scope meeting timeline requirements. Acknowledge.	Yes
1.7	Requirement to be meet: 7. Conduct an onsite pre-inspection meeting. Acknowledge.	Yes
1.8	Requirement to be meet: 8. Conduct an ash house building coating and structural inspection. Acknowledge.	Yes
1.9	Requirement to be meet: 9. Conduct an ash tower coating and structural inspection. Acknowledge.	Yes
1.10	Requirement to be meet: 10. Conduct an ash house wet scrubber structural and integrity inspection. Acknowledge.	Yes
1.11	Requirement to be meet: 11. Conduct an ash handling equipment structural and integrity inspection. Acknowledge.	Yes
1.12	Requirement to be meet: 12. Conduct an ash house floor and foundation structural integrity inspection Acknowledge.	Yes
1.13	Requirement to be meet: 13. Compile and submit an inspection report with findings and recommendations in both printed and digital format. Acknowledge.	Yes
1.14	Requirement to be meet: 14. Deliverables must be clear and will be used upon completion for submission of pay request. Acknowledge.	Yes
2	In addition to conducting the inspections as listed above, the consultant must prepare a report of recommendations for repairs of all building components and equipment that don't meet applicable standards and codes. This report must be comprehensive in findings, including photos of areas of concern, UT readings in these areas, delineation of areas of concern must be clearly labeled, and all data generated in an easily readable and accessible format. Acknowledge.	Yes
3	Selected vendor will be responsible for providing all needed equipment and labor to obtain access to all structural elements. This may be in the form of scaffolding, manlifts, scissor lift, etc. Acknowledge.	Yes
4	Selected vendor will also be responsible for providing any needed equipment and labor for cleaning of equipment prior to inspection. Acknowledge.	Yes
5	Selected vendor will also need to work with the City of Spokane WTEF staff to develop their schedule timeline once the approach has been approved. Be advised that the WTEF operates 24 hours a day including holidays and weekends. Any and all work must be pre-authorized, the staff will make all efforts to accommodate the schedule once approved barring operational conditions and equipment statuses. The vendor could expect system shutdowns as long as 3 hours under the right conditions and work outside of receiving hours (7:30am- 5:00pm) is generally better suited for equipment disturbances and shorter permitting times although work during receiving hours can usually be accommodated with proper coordination.	Yes
6	The WTEF requires vendor to submit a daily log of hours worked at the end of each shift; WTEF will provide vendor excel formatted form to be utilized. Acknowledge.	Yes

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6.a	Should Bidders have any question regarding requirement to submit a daily log of hours worked at the end of each shift; Bidder are encouraged to ask question at the Mandatory Pre- Bid. Acknowledge.	Yes
7	If work is scheduled during a routine boiler outage the vendor will need to have a representative attend a 30 minute outage meeting both at the beginning of the day and again at the end, times will be decided at time of outage but are generally 8:00am and 3:00pm. These meetings are needed for coordination between all entities on site during the outage. Acknowledge.	Yes
8	SAFETY: The WTEF site has some special safety and PPE requirements to work at the facility. Acknowledge.	Yes
8.1	Contractor must abide by City of Spokane's Contractor Safety and Environmental Requirements (Policy 4490-2016-38-4) located in "Documents Tab". Acknowledge	Yes
8.2	The vendor should allow about 30 minutes for a safety orientation video, this can be sent to vendor to be completed prior to start of work if desired. Acknowledge.	Yes
8.3	Due to the nature of the processes and materials handled at the site all personnel entering the ash building or any building other than office spaces will be required to wear the minimum plant PPE of hard hats, safety glasses (or goggles if ash or dust visible in air) long sleeved shirts, pants, safety boots (steel toed or equivalent), hearing protection, and Tyvek suits while working inside the building. Vendor is responsible for providing PPE. Acknowledge.	Yes
8.4	The WTEF is regulated under environmental law, all plans must pass both the environmental managers review and safety coordinators view prior to final approval. Acknowledge.	Yes
8.5	The removal of any part of the building will likely need a temporary structure built to maintain the seal on the building until the building is restored if it exposes the inside of the building to daylight. Acknowledge.	Yes
8.6	The WTEF facility utilizes permits for hot work, confined space entry, Live electrical work etc. all issued from the shift supervisor through the control room. The vendor should allow time for preparation and the issuance of any needed permits. Acknowledge.	Yes
8.7	The awarded vendor will need their own confined space entry program, the city will set up any needed confined space entry but the vendor should have their own program. Acknowledge.	Yes
8.8	The vendor will also need to have current their own employee exposure control program for heavy metals to include but not limited to lead, cadmium, hexavalent chromium, inorganic arsenic etc. Safety requirements can be found in our contractor safety management program 4490-2016-38 these requirements must be adhered to by any contractor performing work on this site, a copy will be provided at time of bidding. Acknowledge.	Yes

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8.9	Vendor to Upload its "Employee Exposure Control Program" for heavy metals to include but not limited to lead, cadmium, hexavalent chromium, inorganic arsenic etc. Safety requirements can be found in our contractor safety management program 4490-2016-38 these requirements must be adhered to by any contractor performing work on this site.	CD Heavy Metal Program.pdf
#1	Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.	Yes
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. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	YES
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 9:00 a.m. Pacific Local Time, on the bid opening date.	YES
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	YES
4	Failure by the Proposer to comply with any part of the IRFP may result in rejection of the Proposal as non-responsive. The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities	YES
1	Company Name	Complete Design
2	Company Mailing Address	PO Box 1914, Wenatchee WA 98807
3	Company Physical Address	353 Malaga Highway, Wenatchee, WA 98807
4	Company Phone Number	5096623699
5	Person's Name, Title, Email Address, and Phone Number Submitting Proposal	Johnny Davis, Engineer, johnny@completedesign.o 5096623699
6	Person confirms Company will confirm compliance with all instructions, terms, and conditions of this IRFP, to furnish items at the prices stated	Yes
7	Bidder accepts the Terms & amp; Conditions of this RFQ in accordance with the document so named in the 'Documents' tab.	Yes
8	Should Bidder have selected "No" to acceptance of Terms and Conditions as set forth in RFQ document so named in the 'Documents' Tab, Bidder must upload requested exceptions document for review here.	Yes
9	If Bidder has selected "No" to acceptance of Terms and Conditions and did not upload requested exceptions document, in prior question, vendor will not be considered a responsible bidder	

10	State Person and Phone To Be Contacted By City Concerning	Johnny Davis
	Items IRFP Successful Bidder will designate a representative who will be	
11	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	Tess Goulet, 5096623699 tess@completedesign.cc
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
1	In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all potential known proposers in receipt of the RFP. For this purpose, the published questions and answers from the Pre-Proposal Conference and any other pertinent information shall be provided as an addendum to the RFP. Acknowledge.	Yes
2	The City also reserves the right to cancel or reissue the RFP in whole or in part, prior to final award of a contract. Acknowledge.	Yes
1	The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.	Yes
1	Proposals shall remain in effect for a minimum of ninety (90) days from the due date for receipt of Proposals for acceptance by the City.	YES
1	Failure by the Proposer to comply with any part of the IRFP may result in rejection of the Proposal as non-responsive. The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.	ACKNOWLEDGED

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	The City reserves the right to make an award without further	
	discussion of the Proposal submitted. Therefore, the Proposal	
1	should be submitted initially with the most favorable terms that	YES
	can be proposed. There will be no best and final offer	
	procedure. The City reserves the right to contact a Proposer for	
	clarification of its Proposal.	
<u> </u>	The Proposer should be prepared to accept this IRFP for	
2	incorporation into a contract resulting from this IRFP. Contract	YES
	negotiations may incorporate some or all of the Proposal.	
	The City will not be liable for any costs incurred by the	
1	Proposer in preparation of a Proposal submitted in response to	YES
	this IRFP, conduct of a presentation, or any other activities	
	related to responding to this IRFP.	
1	This RFP does not obligate the City to contract for services	Yes
	specified herein.	
	Contract award, if made, will be to the Proposer submitting the	
1	most favorable Proposal. The City reserves the right at its sole	YES
	discretion to reject any and all Proposals received without	0
	penalty and to not issue a contract from this IRFP.	
	The City of Spokane reserves the right to accept or reject any	
2	variance from the published specifications and to award the Bid	YES
2	in a manner that is most advantageous to the continued	TEO
	efficient operation of the City.	
	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	
3	the City. The City may choose from more than one vendor. The	YES
5	City of Spokane reserves the option of awarding by service	TL3
	type or grouping of services, or by any manner most	
	advantageous for the City.	
	The City reserves the right at its sole discretion to reject any	
4	and all Proposals received without penalty and to not issue a	ACKNOWLEDGED
	contract as a result of this RFP.	
<i>г</i>	The City also reserves the right, however, at its sole discretion	
5	to waive minor administrative irregularities.	ACKNOWLEDGED
<u></u>	The City also reserves the right to cancel or reissue the RFP in	
6	whole or in part, prior to final award of a contract.	Yes
	Contractor 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	
1	application is required before a City order will be issued. If the	YES
	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.	
	Contractor agrees to accept payment by Credit Card with no	
2	additional charges/fees	NO
	Invoices shall reference the invoice number and total quantities	
3	of materials	YES
	All invoices shall be sent to the City of Spokane Solid Waste	
	An involces shall be sent to the city of spokane solid waste	
4	Disposal Department, 2900 S Geiger Blvd Spokane, WA	YES

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	The Major Sections of the Proposal Submitted Proposals	
	submitted shall include: (1) Letter of Submittal; (2) Technical	
1	Proposal; (3) Management Proposal; (4) Cost Proposal.	YES
	Proposals shall provide information in the same order as	
	presented in this document with the same headings.	
	LETTER OF SUBMITTAL: To be considered a responsible	
	bidder must provide the Letter of Submittal shall be signed and	
	dated by a person authorized to legally bind the Firm to a	
	contractual relationship, e.g., the president or executive	
	director if a corporation, the managing partner if a partnership,	
	or the proprietor if a sole proprietorship. Along with introductory	
	remarks, the Letter of Submittal is to include the following	
	information about the Firm and any proposed subcontractors:	
	(1) Name, address, principal place of business, telephone	
2	number, and fax number/e-mail address of legal entity or	Spokane City 5138-19
	individual with whom contract would be written. (2) Legal status	Letter of Submittal.pdf
	of the Firm (sole proprietorship, partnership, corporation, etc.).	
	(3) Location of the facility from which the Firm would operate.	
	(4) Identify any current or former City employees employed by	
	or on the Firm's governing board as of the date of the Proposal	
	or during the previous twelve (12) months. (5)	
	Acknowledgement that the Firm will comply with all terms and	
	conditions set forth in the Request for Qualifications and	
	Proposals, unless otherwise agreed by the City.	
		Spokane City 5138-19
2.1	Upload LETTER OF SUBMITTAL	Letter of Submittal.pdf
	TECHNICAL PROPOSAL: To be considered a responsible	Lottor of Oublinitial.put
	bidder's Technical Proposal shall contain a comprehensive	
3	description of services including the following elements: 1.	Yes
0	PROJECT APPROACH / METHODOLOGY 2. WORK PLAN 3.	163
	PROJECT SCHEDULE . 4. DELIVERABLES	
	TECHNICAL PROPOSAL: PROJECT APPROACH /	
2.1	METHODOLOGY – Include a complete description of the	Vaa
3.1	Firm's proposed approach and methodology for the project.	Yes
	This section should convey Firm's understanding of the	
	proposed project.	
	TECHNICAL PROPOSAL: WORK PLAN – Include all project	
	requirements and the proposed tasks, services, activities, etc.	
	necessary to accomplish the scope of the project defined in this	
	RFP. This section of the technical Proposal shall contain	
3.2	sufficient detail to convey to members of the evaluation team,	Yes
	the Firm's knowledge of the subjects and skills necessary to	
	successfully complete the project. Include any required	
	involvement of City staff. The Firm may also present any	
	creative approaches that may be appropriate and may provide	
	any pertinent supporting documentation	
	TECHNICAL PROPOSAL: PROJECT SCHEDULE – Include a	
3.3	project schedule indicating when the elements of the work will	Yes
	be completed and when deliverables, if any, will be provided.	
2.4	TECHNICAL PROPOSAL: DELIVERABLES – Fully describe	Voo
3.4		Yes
3.4	deliverables to be submitted under the proposed project.	

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	MANAGEMENT PROPOSAL: To be considered a responsible	
	bidder's Management Proposal shall contain a comprehensive	
4	description of the following elements: A) PROJECT	Yes
	MANAGEMENT; B) EXPERIENCE OF THE FIRM; C)	
	REFERENCES; D) RELATED INFORMATION	
	MANAGEMENT PROPOSAL A) PROJECT MANAGEMENT: 1.	
	PROJECT TEAM STRUCTURE / INTERNAL CONTROLS -	
	Provide a description of the proposed project team structure	
	and internal controls to be used during the course of the	
	project, including any subcontractors. Provide an organizational	
	chart of the Firm indicating lines of authority for personnel	
	involved in performance of this potential contract and	
	relationships of this staff to other programs or functions of the	
	Firm. This chart must also show lines of authority to the next	
	senior level of management. Include who within the Firm will	
	have prime responsibility and final authority for the proposed	
4.1	work. 2. STAFF QUALIFICATIONS / EXPERIENCE – Identify	Yes
	staff, including subcontractors, who will be assigned to the	
	potential contract, indicating the responsibilities and	
	qualifications of such personnel, and include the amount of	
	time each will be assigned to the project. Provide resumes' (not	
	to exceed two (2) pages per person) for the named staff, which	
	include information on the individual's particular skills related to	
	this project, education, experience, significant	
	accomplishments and any other pertinent information. The Firm	
	shall commit that staff identified in its Proposal will actually	
	perform the assigned work. Any staff substitution must have	
	the prior approval of the City	
	MANAGEMENT PROPOSAL A) PROJECT MANAGEMENT: 2.	
4.2	STAFF QUALIFICATIONS / EXPERIENCE – Identify staff,	
	including subcontractors, who will be assigned to the potential	
	contract, indicating the responsibilities and qualifications of	
	such personnel, and include the amount of time each will be	
	assigned to the project. Provide resumes' (not to exceed two	
	(2) pages per person) for the named staff, which include	Yes
	information on the individual's particular skills related to this	165
	project, education, experience, significant accomplishments	
	and any other pertinent information. The Firm shall commit that	
	staff identified in its Proposal will actually perform the assigned	
	work. Any staff substitution must have the prior approval of the	
4.3	MANAGEMENT PROPOSAL: B) EXPERIENCE OF THE FIRM	
	1. Indicate the experience the Firm and any subcontractors	
	have in the following areas: Ultra-sonic testing of Super heaters	
	at WTE Facilities. 2. Indicate other relevant experience that	
	indicates the qualifications of the Firm, and any subcontractors,	
	for the performance of the potential contract. 3. Include a list of	Yes
	contracts the Firm has had during the last five (5) years that	
	relate to the Firm's ability to perform the services needed under	
	this RFP. List contract reference numbers, contract period of	
	performance, contact persons, telephone numbers, and fax	
	numbers/e-mail addresses. The Firm grants permission to the	
	City to contact the references provided.	

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4.4	MANAGEMENT PROPOSAL: C) REFERENCES List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service	
	provided. The Firm grants permission to the City to contact the references provided. Do not include current City staff as references. The City may evaluate references at the City's discretion.	Yes
	MANAGEMENT PROPOSAL: D) RELATED INFORMATION 1.	
	If the Firm has had a contract terminated for default in the last	
	five (5) years, describe the incident. Termination for default is	
	defined as notice to stop performance due to the Firm's non-	
	performance or poor performance and if the issue of	
	performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation	
4.5	determined that the Proposer was in default. 2. Submit full	Yes
	details of the terms for default including the other party's name,	
	address, and phone number. Present the Firm's position on the	
	matter. The City will evaluate the facts and may, at its sole	
	discretion, reject the Proposal on the grounds of the past	
4.6	experience. If no such termination for default has been	
	experienced by the Firm in the past five (5) years, so indicate.	
4.6	Upload Mangementl Proposal	management proposal.po
	COST PROPOSAL: The evaluation process is designed to	
5	award this procurement not necessarily to the Firm of least	Yes
	cost, but rather to the Firm whose Proposal best meets the	
	requirements of this RFP.	
	COST PROPOSAL: IDENTIFICATION OF COSTS Identify all	
	costs including expenses to be charged for performing the services necessary to accomplish the objectives of the	
5.1	contract. Submit a fully detailed budget including staff costs	Yes
0.1	and any expenses necessary to accomplish the tasks and to	165
	produce the deliverables under the contract. Firms are required	
	to collect and pay Washington state sales tax, if applicable	
5.2	COST PROPOSAL: IDENTIFICATION OF COSTS Costs for	
	subcontractors are to be broken out separately.	Yes
5.3	COST PROPOSAL: COMPUTATION The score for the cost	
	Proposal will be computed by dividing the lowest cost Proposal	
	received by the Firm's total cost. Then the resultant number will	Yes
	be multiplied by the maximum possible points for the cost	
	section. Acknowledge.	
5.4	Adjustments to pricing after contract commencement date,	
	shall not produce a higher profit margin than that on the original	
	contract, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane	Yes
	City sufficient to justify the requested increase. Spokane City	165
	will be the sole judge as to the acceptability of sources.	
	Acknowledge.	
	An approved price increase will become effective after the	
5.5	approval of the increase. Acknowledge	Yes
	Approved price changes will be put into effect through the use	
5.6	of a change order to the Agreement. Price changes will not be	Yes
	retroactive. Acknowledge.	

.7	Upload Cost Proposal	Cost proposal.pdf
	Responsive Proposals will be evaluated based on the	
	requirements stated in this solicitation. The evaluation process	
	is designed to award this procurement not necessarily to the	
	Vendor of least cost, but rather to the Vendor whose Proposal	
	best meets the requirements of this IRFP. The City, at its sole	ACKNOWLEDGED
	discretion, may elect to select the top-scoring firms as finalists	
	for an oral presentation. The IRFP Coordinator may contact the	
	Proposer for clarification of any portion of the Proposer's	
	Proposal.	
	The following weighting and points will be assigned to the	
	Proposal for evaluation purposes: Technical Proposal – 35%;	ACKNOWLEDGED
	Management Proposal – 30%; Cost Proposal – 35%.	
	Technical Proposal – 35% ; Possible 70 points. Project	
, ,	Approach/Methodology 15 Points (Maximum); Quality of Work	
	Plan 35 Points (Maximum); Project Schedule 10 Points	ACKNOWLEDGED
	(Maximum); Project Deliverables 10 Points (Maximum)	
	Management Proposal – 30% ; Possible 60 points: Project	
	Team Structure/Internal Controls 15 Points (Maximum); Staff	
}	Qualifications/Experience 15 Points (Maximum); Experience of	ACKNOWLEDGED
	the Firm 30 Points (Maximum)	
	Cost Proposal – 35% Possible 70 Points (Maximum).	ACKNOWLEDGED
	Written submittals and oral presentations, if considered	
	necessary, will be utilized in selecting the winning Proposal.	
	The City, at its sole discretion, may elect to select the top	
1	scoring finalists from the written evaluation for an oral	
	presentation and final determination of contract award. Should	Acknowledged
	, the City elect to hold oral presentations, it will contact the top-	0
	scoring Firm(s) to schedule a date, time and location.	
	Commitments made by the Firm at the oral interview, if any, will	
	be considered binding.	
1	This RFP does not obligate the City to award a contract. The	
	City of Spokane reserves the option of awarding this contract in	
	any manner most advantageous for the City. More than one	
	contract may be awarded. Award of contract, when made, will	Acknowledged
	be to the proposer whose Proposal is the most favorable to the	. lonnomougou
	City, taking into consideration the evaluation factors. The City	
	Council shall make the award of contract or purchase.	
	Upon request, a debriefing conference will be scheduled with	
#1	an unsuccessful Proposer. Discussion will be limited to a	
	critique of the requesting Firm's Proposal. Comparisons	
	between Proposals or evaluations of the other Proposals will	Acknowledged
	not be allowed. Debriefing conferences may be conducted in person or on the telephone	
	person or on the telephone.	
	Following evaluation, a recommendation for award shall be	
4	submitted to the City Council. Award of contract, if made, shall	
#1	be by the City Council in an open meeting. Proposers wishing	Acknowledged
	to protest the award of the contract must make their protests	
	before the city council at the award hearing.	

	City of Spokarie Procurement	
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	Enter City of Spokane Business Registration Number Here	Registration in process- no temporary number provided. DOL estimates 10 days. Confirmation Number 0-010-418-804
1	No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.	Acknowledged
1	This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.	Yes
1	No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor. Acknowledge	Yes
1	The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.	Yes
1	During the term of the contract, the Vendor shall maintain in force at its own expense, each insurance coverage noted below:	ACKNOWLEDGED

25/2019	City of Spokane Procurement	
2	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;	ACKNOWLEDGED
3	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 Vendor's services to be provided under this contract; and	ACKNOWLEDGED
4	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.	ACKNOWLEDGED
5	D. Pollution Liability Insurance with a minimum coverage for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Pollution Liability covers sums the Vendor is legally obligated to pay as a result of emission, discharge, release, or escape of any contaminants, irritants, or pollutants in or on land, the atmosphere, or any water course or body of water, provided this results in environmental damage.	ACKNOWLEDGED
6	E. Professional Liability Insurance with a combined single limit of not less than \$500,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.	ACKNOWLEDGED
7	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 Vendor or its insurer(s) to the City.	ACKNOWLEDGED
8	As evidence of the insurance coverages required by this contract, the Vendor shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Vendor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self- insurance.	ACKNOWLEDGED
1	Should Bidder Want To Upload 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.	



September 23, 2019

Submitted via City of Spokane Procurement Portal

Re: Letter of Submittal RFQu Number: 5138-19

Complete Design Inc. (hereafter referred to as "The Firm") is pleased to submit our statement of qualifications to propose on the City of Spokane RFQu #5138-19, Ash House Structural Integrity Inspection.

- The name of the Firm is Complete Design, inc. The Firm's mailing address is PO Box 1914, Wenatchee, WA 98807. The Firm's physical location as well as principal place of business is 353 Malaga-Alcoa Highway, Suite 3, Wenatchee, WA, 98801. The Firm's phone number is (509) 662 3699. The e-mail address for contract contact is johnny@completedesign.cc.
- 2. The Firm is a corporation (S-Corp).
- 3. The Firm would operate from its physical location at 353 Malaga-Alcoa Highway, Suite 3, Wenatchee, WA, 98801.
- 4. The Firm currently employs no current or former employees of the City of Spokane.
- 5. The Firm agrees to comply with all terms and conditions set fort in the Request for Qualifications, unless otherwise agreed by the City of Spokane.
- 6. The Firm has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 US Code 6101, nor shall the Firm contract with a subcontractor who has been likewise debarred, suspended, ineligible for, or otherwise excluded from participation in above mentioned programs.

Sincerely,

Johnny Davis, P.E. Engineer Tess Goulet Business Administrator



August 9, 2019

ADDENDUM NO. 1 IRFP 5138-19

IRFP 5138-19 Addendum 1 Ash House Structural Integrity Inspection

This Addendum is to distribute the additional information in regards to "Clarifications" question received.

The following list of drawings have been posed in "Documents Tab" of IRFP 5138-19. Note: Bidders can zoom-in on posted drawing.

- 🔁 03-24-116 REV1 Ash Handling Building Floor Plan
- 🔁 03-24-117 REV1 Ash Handling Building Elev
- 🔁 03-24-126 REV0 Ash Conditioning BLDG Plans and Elevations
- 🔁 03-27-125 REV1 Fly Ash Handling Plan A
- 🔁 03-27-128 REV1 Ash Handling System Section E-E
- 🔁 03-27-131 REV1 Ash Handling System Sections
- 🔁 03-27-133 REV1 Lower Ash Handling Plan and N. Elev Looking South
- 🔁 03-27-134 REV1 Upper Ash Handling Plan
- 🔁 03-27-135 REV1 Ash Handling East Elev Looking West
- 🔁 03-27-136 REV0 Ash Handling System FlyAsh Cond Equipment Gen Arrangement
- 🔁 03-27-146 Ash Condition Bldg Ductwork Arrangement
- 🔁 03-27-147 Ash Handling Bldg Hood & Ductwork Arrangement
- 🔁 03-28-601 FLYASH HANDLING SYSTEM FLYASH CONDITIONER
- 🔁 03-28-602 ASH HANDLING SYSTEM ASH HANDLING BUILDING
- 🔁 03-28-602.5 Ash Handling System P&I Diagram Ash Handling Bldg
- 🔁 Grzzly feed belt (4 Pages)
- 🔁 WTE Conveyor Bid Drawings (2 Pages)

Rick Rinderle Procurement Specialist

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Complete Design

Signature

Company

August 27, 2019

ADDENDUM NO. 2 PW ITB 5133-19

PW ITB 5138-19 Addendum 2

Ash House Structural Integrity Inspection

MADATORY PRE-BID CONFERENCE. A <u>mandatory</u> pre-bid conference was conducted on Tuesday, August 27, 2019, at 11:00AM, Pacific Local Time, at the Spokane Solid Waste Disposal, Waste To Energy Facility's Admin Office, 2900 S Geiger Blvd., Spokane WA, 99224

This Addendum is to distribute copy of the "sign-in sheet" as depicted below, and answer questions that were asked.

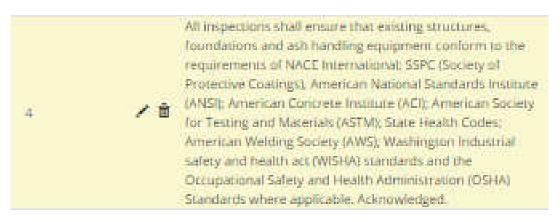
QUESTIONS, The following questions were asked:

- 1) Is the scope requiring an Engineering Opinion Report that would be "quantitative" or is the scope requiring an Engineering Analysis Report that would be have research and calculations with reasoning that would be used to evaluate data and determine the quality of the questionable material?
 - A) Larry Pratt advised the intent of the report in regards to each item that is required to be inspected is to have a documented response if item meets requirements of the original design utilizing applicable standards and codes applied to design drawings and original engineering requirements. If equipment is deemed substandard requiring repair or replacement vendor should provide supporting documentation as to why Contractor arrived at their decision, by referencing applicable Regulation, Standard, Code, or other applicable referenced source applied to the original applicable designed drawings or specifications, to support Vendor's decision. Vendor should not make a conclusion of deficiency without sighting source upon which vendor made recommendation. Vendor is encouraged to offer recommendations on repair or replacement opportunities for consideration on the premise of good will to deficient equipment or structure but the inspection data is required and will be used by the WTEF team to determine final outcome of inspection results. The scope includes inspection with the purpose of identifying deficiencies captured and submitted in a Quantitative Structural Condition Report, WTEF staff anticipates using these results combined with many other factors to determine the appropriate courses of repair or replacement needs.
- 2) Is Vendor required to make recommended correct actions?
 - A) No, the report needs to state "Deficiency" with support sighting applicable reference source as to why Vendor made the determination in regards to each item that is required to be inspected

IE: If a beam lost 50% of its original steel in wastage and 50% was a determining factor for meeting a standard, specification, code or requirement then vendor should state the determining

reference and mention the deficiency in the includes inspection with the purpose of identifying deficiencies captured and submitted in a Quantitative Structural Condition Report and make recommendations to repair or replace to aid the WTEF staff in course of action however the WTEF will determine whether repair or replacement is chosen based on many factors combined with the inspection report.

3) Clarification is needed as the Bid requirements stated in Service Description Question 4. (depicted below) could not merely be meet by Vendor performing an providing a "repair" or "replaced" recommendation and siting applicable reference source; to meet the requirement calculations would needed to be performed, therefore, this would require Vendor to provide an Engineering Analysis Report



Larry's response- If the vendor deems that the only way they can support this request is by completing and submitting an engineering analysis report then they should include that in their bid. The city is asking for a **Quantitative Structural Condition Report** and more so interested in the data collected in the inspection process. Based off this data the city will determine the course of action and some of those choices could be to replace, repair, or request an Engineering Analysis Report or some other course of action on pieces of equipment, areas of structure or floor/foundation locations but those decisions will be based upon the results of this inspection.

4) Are Vendors required to make recommended correct actions? No, they are required to identify deficiencies and report them and the standard, code, methods used to determine status of what they are inspecting.

IE: if beam lost 50% of its steel and is it supporting a large object, Vendor need to make any calculations advising if the beam is still able to provide proper support

Answer: No calculations are required. A rendering of beam test results, data collected, photo's, or whatever was determined needed to inspect the beam is required to be submitted. Condition of the beam should be reported based on applicable codes, standards and specifications and this information should be recorded in the Quantitative Structural Condition Report with the referenced supporting guidelines used to substantiate the determination.

- 5) After the City has received Vendors report in April 2020, does the Vendor have any responsibility to answer any additional questions to other Contractors/Vendors that may arise when the City utilizes the report to issued bids for repair or replacement?
 - A) No, once the city has the final report the city will review the report and call for a closing meeting. The meeting may include explanation of findings and or requests for understandings of the report if clarification is needed followed by acceptance of the report and a close out the RFP with a determination that all commitments complete and satisfied.
- 6) Who is responsible for cleaning surfaces to be inspected?
 - A) Awarded vendor would be responsible for cleaning services to perform inspections.
- 7) Who is responsible for providing any associated equipment needed for Vendor to perform inspections.
 - A) Vendor is responsible for providing "all" associated equipment.

Referenced Bid:

- 8) If Vendor removes protective coating to perform inspections, is the Vendor responsible to for reapplying protective coating?
 - A) Yes, the vendor is responsible for providing and applying the protective coating to any surface in which the Vendor removed protective coating to perform inspections.
- 9) Does the Ash House have a high humidity?
 - A) Yes, the wet scrubber helps to remove particulates and humidity from the feed belt area when in operation but inherently the humidity can be high from many factors of operational requirements.
- 10) Are the attached Terms and Conditions applicable to this bid?

Yes.

11) Is respirators required to be worn by vendor when performing inspections?

Reference Scope of Work Section 8 through 8.8.

12) Is Fall Protection required when inspecting "cat walk"?

Yes, if required inspections are performed outside hand rails, or if safety features have been removed. Reference Scope of Work Section 8 through 8.8.

INFORMATIONAL

- All vendors concurred by merely providing a report, be it an Engineering Opinion Report or Engineering Analysis Report, it would not offer an unfair advantage should any of the Bidder decide to bid on future repair or replace Bid issued by the City, as the report is not making any recommended correct actions other than repair or replace.
- 2) Larry advised Bidder of when Vendor performs inspections, to ensure Vendor inspects where siding joints foundations to ensure building seal is still intact. Ash containment inside of building structures is required and where ash can or potentially may leak from the building a deficiency should be reported in the report.
- 3) Larry reiterated that the vendor would need to meet with the city to discuss and understand the City's schedule and operational limitations. Once the vendor developed their plan a schedule would need to be submitted in a format compatible with windows project and the city would approve the schedule once all parties agreed on its content. Also noted was that the time durations in the RFP were expectations under normal conditions but subject to and depending on plant conditions at the time of work.

WALK DOWN

<u>A Walk down was conducted of the following areas, reiterating Scope of Work requirements for each location.</u>

- 1) Bowling Alley; it were the following requirements were re-iterated the following requirements pertain:
 - a. -Building structural components
 - b. -Building roof components
 - c. -Building siding seal
 - d. -Grizzly feed belt conveyor
 - e. -Bowling alley sump and U drains
 - f. -Grizzly feed belt hood
 - g. -Pugmill drop chutes
 - h. –Support systems (air, water, chemical, control wiring, electrical) piping/conduit and supporting hardware
- 2) Grizzle Feed Belt
 - a. -Supporting structure
 - b. -Rollers, guides, belt trackers
 - c. -Grizzly feed belt hood
 - d. –Head and tail pulley supporting structure
 - e. -Temporary support pillars and cross beams
 - f. -Structural foundations
- 3) Ash Condition Room
 - a. –Ash conveyors 2&4
 - b. -Surge bins
 - c. -Pugmills
 - d. -Supporting equipment structures

- e. –Concrete and flooring
- f. -Flooring support structure
- g. -piping and hardware for plumbing and electrical
- h. -Building structural components condition and integrity
- i. -Roofing components structural integrity and condition
- 4) Pug Mills
 - a. -Equipment condition
 - b. -mounting hardware and foundations
 - c. -supporting systems IE..air, acid ,water piping
 - d. -Drop chutes and covers
- 5) Slurry Bin
 - a. -Equipment condition
 - b. -mounting hardware and foundations
 - c. -supporting systems IE..air, acid ,water piping
 - d. –Drop chutes and covers
 - e. –Flyash coneyors 2&4
- 6) Ash Tower
 - a. -Structural integrity of all steel members
 - b. -Grizzly scalper
 - c. -Large and small metals chute
 - d. -Unders vibrating pan conveyor
 - e. –Drop chutes
 - f. -Magnetic separator
 - g. -Flooring
 - h. –Concrete flooring and foundations
 - i. -Supporting systems piping conduit and mounting hardware
 - j. -Fixtures and panels
- 7) Ash House
 - a. –Building structural integrity
 - b. -Concrete floor and Drain systems
 - c. -Supporting systems
 - d. -Lighting and electrical panels
 - e. -Push walls
 - f. -Siding and building seals
 - g. -Roofing and structural roofing components
 - h. –Housed buildings and enclosures
- 8) Metals Building
 - a. Building structural integrity
 - b. –Concrete floor and Drain systems
 - c. -Supporting systems
 - d. -Lighting and electrical panels
 - e. -Push walls
 - f. -Siding and building seals
 - g. -Roofing and structural roofing components
 - h. -Housed buildings and enclosures

It was reiterated that all communication between the Bidder and the City shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City, and <u>the Clarification Deadline is 9/10/2019 by 9:00AM</u>

7 Cenderle

Rick Rinderle Procurement Specialist

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Company

Signature

Ash Hous	IRFP 5138-19 se Structural Integrity Inspection	on	August 27, 2019 11:00 AM Pacific Local Time
Company Name	Individual's Printed Name	Signature	Email address
Complete Design	Johnny Davis	AR	Johnny@completedes:gn.cc
Spokane WTEF	Larry Prat !	Va	- larate spokeneaty . ora
Budinger	Han murray	dechid	a murray Obudingerina com
Budinger	Eric Prayer	Support	Equyear @ bulinger Inc. com
Bulager & Ass.	John Murray	taken Threez	
Coffman Engineers	Jeff Mitchell	Alex K. Mintell	mitchellocoffman.com
LSB ENGINGERS DAVID LINGE	DAVID LINKE	Duth the	linkeelsbergineerscom
SATTERWIND TESTING	JERI SHORT	Julhow	ievia) satterlundti.com
Sity of spanne	Rich Rimbertz	72.2	reinderice spinowerty an

It was reiterated that all communication between the Bidder and the City shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City, and <u>the Clarification Deadline is 9/10/2019 by 9:00AM</u>

Rick Rinderle Procurement Specialist

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The undersigned acknowledges receipt of this Addendum.

Complete Design

Company

Signature

IRFP 5138-19 Ash House Structural Integrity Inspection			August 27, 2019 11:00 AM Pacific Local Time
Company Name	Individual's Printed Name	Signature	Email address
Complete Design	Johny Davis	AD	Johnny@completedes:gn.cc
SPORANE WIEF	Larry Prat 1	Va	lipiatic spokenecity, ora
Budinger	Alan Murray	destrict	a murray Obudingerina com
Budinger	Eric Puyen	Supper	Equyear @ bulinger Inc. com
Bulager & Ass.	John Murray	teter Thing	
Coffman Engineers	Jeff Mitchell	Alex K. Antill	mitchellocoffman.com
LSB ENGINEERS DAVID LINKE	DAVID LINKE	Duth the	linke elsbengineers com
SATTERLUND TESTIN	G JER SHORT	Julhos	ieri@satterlundti.com
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City of Spokane, Washington Supplemental Bidder Responsibility Criteria

Bidders shall complete, sign and submit this form with attachments with Bid. Project Name: Ash House Structural Integrity Inspection Project # IRFP 5138-19 Part A: General Company Information **Company Name** omplete *lesigr* Address 353 Malag Suile 3 Wenchchee **Contact Name and Title** Engineer Contact Phone .509 ((7 6 Contact E-mail 19 Years in business as a sub-contractor Years in business as a Prime Contractor Years in business under present Name 11 List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years Explain reason for name change(s) in the past five (5) years Part B: Work Experience If the request for bids has project specific criteria, including work experience, list at least the requested number of projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project Part C: Performance Evaluation Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years? □ Yes No C If "Yes" attach a separate, signed / dated statement listing the projects and an explanation. Part D: Record of Debarment / Disqualification Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years? □ Yes No If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action. Part E: Safety In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?

Request For Bids (RFB) – Rev: 8/25/17

The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane WTEF. It is expected the contractor will have an EMR rating <1, OSHA recordable rate below industry average and no OSHA Violations for the past 3 years.

🗆 Yes 🛛 🕅 No

If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

Part F: Environmental

In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?

🗆 Yes 🛛 🕅 No

If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

Part G: Discrimination

Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?

🗆 Yes 🛛 🗛 No

If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involves, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.

Part H. Prevailing Wage

In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?

🗆 Yes 🛕 No

If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluation these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

Part I. Claims Against Retainage and Bonds

Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?

I Yes A No

If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part J. Termination for Cause			
Has the bidder had any public works contract terminated for cause by any government agency during the			
previous five (5) years?			
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government			
agency terminating the contract and the circumstances involving the termination for cause. The City will			
determine if there are extenuating circumstances acceptable to the City in its sole discretion.			
Part K: Litigation			
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is			
completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on			
contracts in the previous five (5) years?			
TYes A No			
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against			
the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or			
arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations			
demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating			
circumstances acceptable to the City in its sole discretion.			
Part L: Delinquent State Taxes			
Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a			
payment plan approved by the Department before the date of contract award?			
□ Yes 🕹 No			
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".			
Part M: Subcontractor Responsibility			
Does the bidder's standard subcontract form include the subcontractor language required by RCW			
39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors			
have and document a similar procedure for sub-tier subcontractors?			
Ves 🗴 No			
If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to			
validate the responsibility of subcontractors.			
Note, Each contract written for specifiz Job, including scope & licensing Requirements			
Signature 405			
The undersigned certifies that the information and data contained herein is correct and complete. Failure			
to disclose information or submitting false or misleading information may result in rejection of my bid,			
revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the			
City of Spokane.			
Signature of Authorized Representative Date			
9-23-19			
7/27			
Printed Name of Authorized Representative Title			
Johny Davis, P.E. Engineer			
Uning David in the states			

Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name Bidders	Contact Name & Phone Number			
Complete Design John	ny Davis . 509 668 3699			
Project Name Ash House structural integrity inspection	Project Contract Number			
Project Owner	Project Location 2900 S, Geyer BLVD, spoking WA 9922L1			
City of spokare				
Project Owner Contact Name & Title	Owner's Telephone Number 509 625 6580			
Lorry Prott	50 52 68 5			
Notice to Proceed Date Final Completion Date	Awarded Contract Value Final Contract Price			
Prime Contractor Name (If Not Bidder)	Contractor Contact Name & Phone Number (If Not Bidder)			
Gompleter Design				
Brief Project Description Inspection & analysis of Bowling alley, Ash handling building, ash Conditioning buildings				
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications Observation 3 many Sis of Explosion 3 fire damaged Ges compressor				
station in converse county byoming, including evaluation domas to				
station in converse county, Wyoming, including evaluating domage to existing structure & providing repair recommendations, Analysis of Existing Grandstond- Observation & analysis of structure for corrosion, impact damage, and quality of construction in Carbon County, Wyoming.				
Analysis of Existing Grandstand- Observation & analysis of structure for				
corrosion, import a amage, and quality of	country when in control country moning,			





September 23, 2019

Submitted via City of Spokane Procurement Portal

Technical Proposal

Complete Design Inc. (hereafter referred to as "The Firm") is pleased to submit our Technical Proposal on the City of Spokane RFQu #5138-19, Ash House Structural Integrity Inspection.

Project Approach and Methodology

Complete Design's plan for this project is three phased. The phases include a visual only observation phase, a testing phase, and a report phase.

The visual observation phase is to first conduct a visual survey on structural items and equipment at the listed areas – the Ash Handling building, the Ash Conditioning building, the Bowling Alley. This first visual observation will be performed to determine the overall structural integrity of the various items. This observation will record the overall condition of the various members and will mark on plan and tag on site any steel member that fails the visual conformance criteria of less than 1/16" corrosion on the member. This visual observation will begin in the Ash Conditioning building, moving to the Bowling Alley, the Ash Handling building, and the equipment therein. The visual observation phase will also involve the concrete foundation of the structures and evaluating them, as well as various items such as building seal. Members will be cleaned for observation where required with sponges, copper wool, water from a bucket, and a waterpik to act as a small pressure washer. Fly ash from cleaning will be contained to a bucket where it can be placed with other fly ash within the building, preventing fly ash contamination outside of the building. Roof and wall members in the Ash Handling building will be observed with a lift.

The second phase will involve destructive and non-destructive testing (NDT) of the structural and equipment members that did not explicitly pass the visual observation. NDT of members will not be restricted solely to members that did not pass the visual observation. The main type of testing during this phase will involve ultrasonic (UT) testing of steel members on-site that are tagged in the field with survey paint as well as marked on the plans provided in the bidding phase by the City of Spokane. A survey of members, as well as their detected thickness and soundness as revealed by the UT testing, will be produced, along with thickness as measured by other instruments, such as calipers, where possible. Additional work during this phase will include Ground Penetrating Radar (GPR) of concrete foundation members in the Ash Handling building and in the Bowling Alley.

Additionally, destructive testing in the form of concrete coring and testing will be performed on exposed concrete in these two areas as well.

The third phase of the project will involve writing the report for the project. Findings from the first two phases, with supporting photographs, will be provided. A key plan marked on to the provided building plans will also be provided to illustrate the condition of the building. Any additional issues raised by the City of Spokane during the observation, such as the seal of the buildings, will be addressed in the report.

Work Plan

Phase One:

In the Ash Conditioning building, begin with the structure itself. At the entry stairway, document stair corrosion. Entering the structure, perform a survey of structural members of the building, cleaning fly ash where necessary, to determine how corroded the existing steel is. Perform observation around the walls. Document steel condition and mark on plan and in field any members that do not pass the visual observation. Utilizing fall protection, observation of the roof area on the catwalk should be possible. After observation of the structure of the Ash Handling building, observe the conditioners and equipment within the structure.

As with the Ash Conditioning building, observation in phase one of the Ash Handling building will begin with the structure. Observation of the walls and roof of the structure will require use of a lift. The condition of the concrete foundation of the structure will be noted at this time. The condition of the steel will be marked on plan and steel to be tested will be marked as well. Appropriate areas for GPR and test cores will be selected at this time.

Phase Two:

In both the Ash Conditioning and Ash Handling building, subcontractors from Budinger and Associates will perform NDT testing on the steel members that were marked for testing from the visual observation phase. Members to be tested will be recorded along with their condition. In addition, exposed concrete in the Ash Handling building and bowling alley will be tested with GPR to determine reinforcing bar and will be cored to determine the compressive strength of the concrete. Any cores will be repaired with high strength, nonshrink grout. NDT of equipment should be scheduled during a shutdown. If the shutdown is a cold iron shutdown, testing of all equipment should take place.

Phase Three:

Phase three consists of collating all previous data into a report. Each structure and internal equipment section will be listed, along with any structural deficiencies listed. Photographs of affected areas will be provided to illustrate findings from the report. Along with

reporting the findings from the visual observations and testing, basic analysis and recommendations for the structure will be provided.

Project Schedule

- Visual Observation. Visual observation can be provided prior to a shutdown. Begin work October 28, complete visual observation by November 1.
- Testing. Testing of structure can be provided without a shutdown. Observation of equipment should be performed during a shutdown. Estimated total testing time should not exceed one week.
- Report. Writing of report can proceed after non destructive testing is complete.

Deliverables

The deliverables provided for this project consist of a written report, detailing the visual and testing inspection of the Ash Conditioning, Ash Handling, and Bowling Alley buildings as well as the equipment contained therein. This report will explicitly detail any areas that require repair as well as address any issues mentioned by the City during the observation process.





September 23, 2019

Submitted via City of Spokane Procurement Portal

Management Proposal

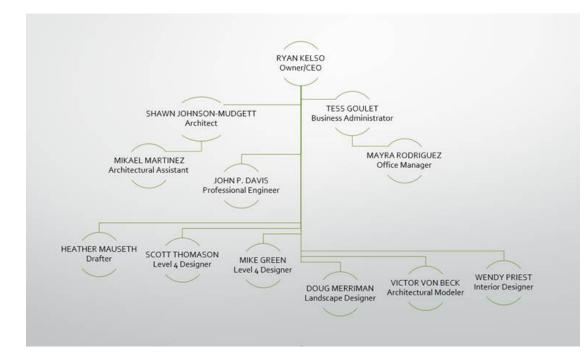
Complete Design Inc. (hereafter referred to as "The Firm") is pleased to submit our Management Proposal on the City of Spokane RFQu #5138-19, Ash House Structural Integrity Inspection.

Project Management

Johnny Davis (P.E.) will be the primary point of contact as well as the responsible party for the work on this project. As the Firm's engineer, Johnny Davis will have sole responsibility and authority for the work.

Tess Goulet will aid Johnny Davis to coordinate with the City of Spokane and subcontractors.

Ryan Kelso is the firm's owner. Ryan will assist as needed when inspection will require a 2-person effort, in measuring, in documenting, and in operating equipment, such as lifts.



Johnny Davis is the firm's engineer. Johnny has two years of experience in civil, geotechnical, and CMT work, five years of structural engineering experience, and seven years of special inspection experience. Johnny spent the first seven years of his career working for various firms in Wyoming and recently started working for Complete Design in May of 2019. Johnny is a registered P.E. in Washington and a P.E., S.E. in Wyoming. See attached resume. Johnny will be performing all work proposed under this RFQu.

Complete Design proposes to subcontract with Budinger and Associates to perform the non-destructive testing.

Experience of the Firm

The firm has experience in forensic engineering and inspection.

- Carbon County Grandstand. This project was performed by Johnny Davis prior to his time at Complete Design. This project involved observation of an existing steel grandstand for Carbon County, Wyoming, to observe the condition of the existing structure, to detail any substandard or damaged areas of the structure, and to detail proposed repair work for the structure. Job was done under contract for WLC Engineering, Contact- Chuck Bartlett, (307) 324 5262
- Capacity ES School. This project was performed by Johnny Davis prior to his time at Complete Design. This project involved steel, bolting, and welding special inspection of a new elementary school in Casper, Wyoming. Project involved working as a subcontractor under Inberg-Miller Engineers. Project involved inspecting steel members, detailing project nonconformance, communicating with structural engineer of issues in the field and relaying Structural's fix to contractors, and coordinating with NDT testing contractor also hired by Inberg-Miller. Contact: Peter Melander, (307) 577 0806
- Natrona County School District- Administration Complex Various Load Ratings. This project was performed by Johnny Davis prior to his time at Complete Design. The project involved load rating various structures as well as providing repair and retrofit recommendations for the structures. Various structures included wood mezzanines, wood storage shelves, steel free standing storage racks, steel storage racks attached to existing pre-manufactured metal buildings, modifications to existing pre-stressed concrete panels, and existing steel stair units. Contact is Dennis Bay, P.E., (307) 253 5200.

References

(In addition to references listed above, in Experience)

- City of Casper Engineering Division. (307) 235 8341. Contact is Ethan Yonker, P.E. Reference is for Reference is for Johnny Davis for his experience prior to Complete Design.
- 2. Chelan County Fire Department. (509) 662 4734. Contact is for Brian Brett.
- 3. Douglas County PUD. (509) 881 2327. Contact is Scott Kreiter.
- 4. Bureau of Land Management, US Department of the Interior. Working as a subcontractor under Pace Manor Investments, LLC. Contact is Larry King, (509) 670 8115.

Related Information

The firm has not had a contract terminated for default in the last (5) years.





September 23, 2019

Submitted via City of Spokane Procurement Portal

Cost Proposal

- 1) Inspection Costs:
 - a) Phase 1 Labor estimate is as follows:
 - i) Labor Costs: 80 hours = \$10,000.00
 - ii) Total Travel: \$1,650.00
 - iii) Total Hotel and Per Diem: \$1,425.00
 - iv) Total Equipment Rental Costs: \$6,500.00
 - v) Equipment Purchases: \$3,322.00
 - b) Phase 2 Labor estimate is as follows:
 - i) Labor Costs: 80 hours = 10,000.00
 - ii) Subcontractor Costs: \$56,660.00
 - iii) Total Travel: \$6,600.00
 - iv) Total Hotel and Per Diem: \$4,240.00
 - v) Total Equipment Rental Costs: \$12,500.00
 - c) Phase 3 Labor estimate is as follows:
 - i) Labor Costs: 60 hours = \$7,500.00

Total Estimated costs: \$134,750.00



Complete Design Employee Exposure Program for Heavy Metals

This program is intended to reduce employee exposure to heavy metals. The program has 3 pillars: Using proper PPE, exposure mitigation, and time of contact.

COMPLETE DEGIGN, INC.

Using proper PPE is the most important pillar of Complete Design's exposure program. Minimum required PPE for areas with known heavy metal exposure include use of work gloves, long sleeved shirts and pants, eye protection, and work boots. Additionally, Complete Design employees are required to adhere to any specific on-site PPE requirements. Furthermore, when inhalation of heavy metal particulates is a possibility, use of a breathing mask is required and use of a body suit, such as a Tyvek suit, is required.

Exposure mitigation is the second pillar of Complete Design's exposure program. Exposure mitigation involves using work habits to reduce possible heavy metal exposure. To mitigate heavy metal exposure, employees shall refrain from eating, drinking, chewing gum, or using nicotine products while in an area where heavy metal exposure is possible. When employees exit the area, they shall remove and rinse any protective equipment. Employees shall wash hands prior to eating or drinking. Complete Design employees are encouraged to keep a change of clothes to change in to after exiting heavy metal exposure areas.

Time of contact is the final pillar of Complete Design's exposure program. By reducing time in areas with heavy metal exposure, total heavy metal exposure can be reduced. When employees are idle or are otherwise unable to continue working, they should not remain in areas with heavy metal contamination. Upon exiting from a facility, removal of clothes is recommended and maintaining multiple changes of clothes can prevent heavy metal contamination on clothes from continuing to expose the employees. In addition, employees, where possible, shall be rotated in heavy metal contaminated areas on a 3-week work basis where possible.

SPOKANE Agenda Sheet	Date Rec'd	10/15/2019	
10/28/2019	Clerk's File #	OPR 2019-0911	
		Renews #	
Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ALI BRAST 6638	Project #	
Contact E-Mail	ABRAST@SPOKANECITY.ORG	<u>Bid #</u>	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4700- MFTE FOR 107 S HOWARD ST		
Agenda Wording			

Multiple Family Housing Property Tax Exemption Agreement with Black Enterprises, LP for 50 new multifamily housing units located at 107 S Howard St, Parcel Number 35191.2401.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Fiscal I	mpact	Grant related?	NO	Budget Accou	unt	
	-	Public Works?	NO			
Neutral	\$			#		
Select	\$			#		
Select	\$			#		
Select	\$			#		
Approva	als			Council Notifi	cation	<u>S</u>
Dept Hea	ad	BECKER,	KRIS	Study Session		UE 10/14/19
Division	Director	CORTRIC	GHT, CARLY	<u>Other</u>		
Finance		ORLOB,	KIMBERLY	Distribution L	ist	
Legal	PICCOLO, MIKE		abrast@spokaneci	ity.org		
For the M	<u>Mayor</u>	ORMSBY, MICHAEL		kbecker@spokanecity.org		
Additio	nal App	rovals		jwest@spokanecit	y.org	
Purchasing		ccortright@spoka	ccortright@spokanecity.org			
				dnorman@spokan	necity.org	J
				korlob@spokanec	ity.org	

MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Black Enterprises LP, as "Owner" whose business address is 801 W Riverside Ave Ste 300, Spokane, WA 99201.

WITNESSETH

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

RAILROAD ADD L1-2 B13

Assessor's Parcel Number(s) 35191.2401, commonly known as 107 S Howard St.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 50 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required threeyear period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

day of September 25 DATED this 2019 Black Enterprises **CITY OF SPOKANE** ek By: By:____ Mayor, David A. Condon Its: ~7 Attest: Approved as to form: City Clerk Assistant City Attorney

STATE OF WASHINGTON)) ss. County of Spokane)

On this ______ day of ______, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2019.

Notary Public in and for the State of Washington, residing at Spokane

My commission expires _____

STATE OF WASHINGTON

) ss.

County of Spokane

On this <u>25th</u> day of <u>September</u>, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared <u>David R Black</u>

_____, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

of September , 2019. Set my hand and official seal this $\frac{25^{th}}{2000}$ day

MARTI BEZDICEK
Notary Public
State of Washington
License Number 173654
My Commission Expires
July 29, 2022

menti Beyalicek

Notary Public in and for the State of Washington, residing at Spokane

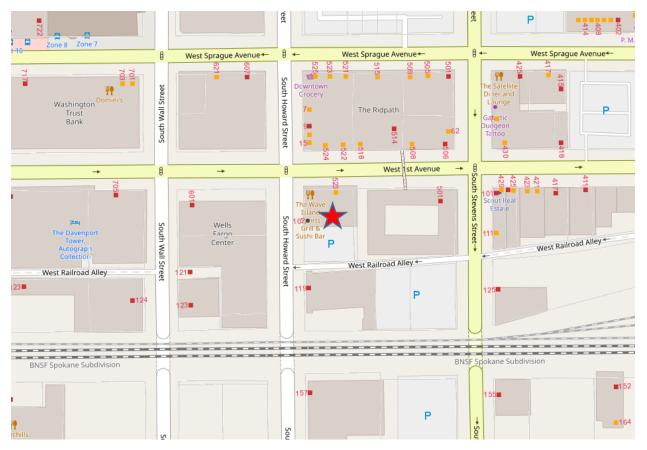
My commission expires 7/29/22

Briefing Paper Urban Experience Committee

Division & Department:	Development Services Center		
Subject:	MFTE Conditional Contract		
Date:	October 14, 2019		
Contact (email & phone):	Ali Brast (abrast@spokanecity.org, 625-6638)		
City Council Sponsor:	TBD		
Executive Sponsor:	Teresa Sanders		
Committee(s) Impacted:	Urban Experience		
Type of Agenda item:	Consent 🔲 Discussion 🔲 Strategic Initiative		
Alignment : (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption		
Strategic Initiative:			
Deadline:	Will file for Council consideration following committee meeting		
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract		
<u>Background/History:</u> Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.			
 Executive Summary: Applicant applying for a conditional contract to convert an existing office building at 107 S Howard to 50 residential units. Property is zoned DTG, so use is allowed 			
Budget Impact: Approved in current year budget? Yes No Annual/Reoccurring expenditure? Yes No N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)			
Operations Impact: Consistent with current operations/policy? Requires change in current operations/policy? Specify changes required: Known challenges/barriers:			

2019 Multi-Family Tax Exemption MFTE	
Property Tax Forgone & Savings Calculator	
Project Name: 107 S Howard Apartments	
Number of units in the project	50
*Average Property Value Exempt per unit	\$121,094
Estimated City Property Tax forgone annually per unit	\$2,604
Estimated Property Tax saved per project annually	\$82,344
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$988,129
Estimated City Tax forgone during the term of exemption per unit	\$31,242
Estimated City Tax forgone during the term of exemption all units	\$374,908
Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments	

Site Map:



SPOKANE Agenda Sheet	Date Rec'd	10/15/2019	
10/28/2019	Clerk's File #	OPR 2019-0912	
		Renews #	
Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ALI BRAST 6638	Project #	
Contact E-Mail	ABRAST@SPOKANECITY.ORG	<u>Bid #</u>	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4700- MFTE FOR 509 APARTMENTS		
Agenda Wording			

Multiple Family Housing Property Tax Exemption Agreement with M & J Scott St, LLC 9 new multi-family housing units located at 509, 515, and 521 S Scott, Parcel Numbers 35201.5357, 35201.5356, and 35201.5355.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Fiscal I	mpact	Grant related?	NO	Budget Accou	unt	
	-	Public Works?	NO			
Neutral	\$			#		
Select	\$			#		
Select	\$			#		
Select	\$			#		
Approva	als			Council Notifi	cation	<u>S</u>
Dept Hea	ad	BECKER,	KRIS	Study Session		UE 10/14/19
Division	Director	CORTRIC	GHT, CARLY	<u>Other</u>		
Finance		ORLOB,	KIMBERLY	Distribution L	ist	
Legal	PICCOLO, MIKE		abrast@spokaneci	ity.org		
For the M	<u>Mayor</u>	ORMSBY, MICHAEL		kbecker@spokanecity.org		
Additio	nal App	rovals		jwest@spokanecit	y.org	
Purchasing		ccortright@spoka	ccortright@spokanecity.org			
				dnorman@spokan	necity.org	J
				korlob@spokanec	ity.org	

MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and M & J Scott St, LLC, as "Owner" whose business address is 1214 W Chaucer Ave, Spokane, WA 99208.

WITNESSETH:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

HARTSON & TOWNSEND'S HIGHLAND PARK ADD: TRACT 'F' OF LOT 4 BLK 3 HARTSON & TOWNSEND'S HIGHLAND PARK ADD: TRACT 'E' OF LOT 4 BLK 3 HARTSON & TOWNSEND'S HIGHLAND PARK ADD: TRACT 'D' OF LOT 4 BLK 3

Assessor's Parcel Number(s) 35201.5357, 35201.5356, 35201.5355, commonly known as 509, 515, 521 S Scott St.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall

fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 9 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required threeyear period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be

given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this ______ day of ______, 2019

CITY OF SPOKANE

By:_____

Mayor, David A. Condon

Attest:

M & J Scott St, LLC By: lember Its:

Approved as to form:

City Clerk

Assistant City Attorney

STATE OF WASHINGTON)) ss. County of Spokane)

On this <u>30</u> day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2019.

Notary Public in and for the State of Washington, residing at Spokane

My commission expires

STATE OF WASHINGTON)) ss. County of Spokane)

On this <u>30</u> day of <u>Septemble</u>, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally app<u>eared</u> <u>Sept</u> <u>Dwis</u> ______, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this <u>30</u> day of <u>State of Washington</u> COLLEEN POTTS MY COMMISSION EXPIRES DECEMBER 31, 2021 My commission expires <u>Dec. 31, 2021</u>

Briefing Paper Urban Experience Committee

	•		
Division & Department:	Development Services Center		
Subject:	MFTE Conditional Contract		
Date:	October 14, 2019		
Contact (email & phone):	Ali Brast (abrast@spokanecity.org, 625-6638)		
City Council Sponsor:	TBD		
Executive Sponsor:	Teresa Sanders		
Committee(s) Impacted:	Urban Experience		
Type of Agenda item:	Consent 🔲 Discussion 🔲 Strategic Initiative		
Alignment : (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption		
Strategic Initiative:			
Deadline:	Will file for Council consideration following committee meeting		
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract		
<u>Background/History:</u> Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C- 33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C- 33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C- 33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C- 35079, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.			
 Executive Summary: Applicant applying for a conditional contract to build a new 9 unit apartment building at 509, 515, 521 S Scott St. Property is zoned RMF, so use is allowed 			
Budget Impact: Approved in current year budget? Annual/Reoccurring expenditure? Yes No Yes No N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)			
Operations Impact: Consistent with current operations/policy? Requires change in current operations/policy? Specify changes required: Known challenges/barriers:			

2019 Multi-Family Tax Exemption MFTE	
Property Tax Forgone & Savings Calculator	
Project Name: 509 Apartments	
Number of units in the project	9
*Average Property Value Exempt per unit	\$121,094
Estimated City Property Tax forgone annually per unit	\$469
Estimated Property Tax saved per project annually	\$14,822
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$177,863
Estimated City Tax forgone during the term of exemption per unit	\$5,624
Estimated City Tax forgone during the term of exemption all units	\$67,483
Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments	

Site Map:



SPOKANE Agenda Sheet	Date Rec'd	10/14/2019	
10/28/2019		Clerk's File #	OPR 2019-0913
		Renews #	
Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	DAVID PAINE X6878	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 21075
Agenda Item Name	5900 INSTALLATION OF CNG EQUIPMENT TO EXPAND CURRENT SYSTEM		
Agenda Wording			

On September 16th, 2019 bids were received for expanding the CNG refueling site (RFB # 2019-145). The only bid was from McClintock & Turk Inc. for \$91,066.00 (including sales tax).

Summary (Background)

Proposed contract with McClintock & Turk Inc. to expand the current CNG refueling site at the Nelson Complex. The expansion would expand the total from 32 to 50 refueling stalls.

Fiscal Impact	Grant related?	NO	Budget Accou	nt		
	Public Works?	YES				
Expense \$ 91,0	66.00		# 4500-45700-940	00-56203-99999		
Select \$			#			
Select \$			#			
Select \$			#			
<u>Approvals</u>			Council Notific	cations		
Dept Head	HARRIS,	CURTIS	Study Session			
Division Director	<u>r</u> Stophe	R, SALLY	<u>Other</u>	10-7-2019 PSCHS		
Finance	BUSTOS	, KIM	Distribution Li	st		
<u>Legal</u>	Legal DALTON, PAT		CHARRIS@SPOKAN	ECITY.ORG		
For the Mayor	For the Mayor ORMSBY, MICHAEL		LAGA@SPOKANECI	LAGA@SPOKANECITY.ORG		
Additional App	provals		KBUSTOS@SPOKAN	KBUSTOS@SPOKANECITY.ORG		
Purchasing PRINCE, THEA		DPAINE@SPOKANECITY.ORG				
		JSALSTROM@SPOK	ANECITY.ORG			
			MARK@MCTURK.N	ET		

Briefing Paper ublic Safety Committee

Public Safety Committee			
Division & Department:	Asset Management		
Subject:	Contract Approval		
Date:	10/7/19		
Contact (email & phone): Curtis Harris (charris@spokanecity.org X6284)			
City Council Sponsor:			
Executive Sponsor:	Theresa Sanders		
Committee(s) Impacted:	Public Safety Committee		
Type of Agenda item:	🛛 Consent 🗌 Discussion 🗌 Strategic Initiative		
Alignment : (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget/Capital Plan		
Strategic Initiative:			
Deadline: 10/7/19			
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Contract		
 <u>Background/History:</u> Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007. Proposed contract with McClintock & Turk Inc. to expand the current CNG refueling site at the Nelson Complex. The expansion would expand the total from 32 to 50 refueling stalls. 			
•	ere received for expanding the CNG refueling site (RFB # 2019-145). ck & Turk Inc. for \$91,066.00 (including sales tax). We would like to ng the total to \$100,172.60.		
Budget Impact: Approved in current year budget Annual/Reoccurring expenditure If new, specify funding source: 45 Other budget impacts: (revenue a	? □Yes ⊠No □N/A		

Operations Impact:			
Consistent with current operations/policy?	⊠Yes	□No	□n/A
Requires change in current operations/policy?	□Yes	⊠No	□n/A
Specify changes required:			
Known challenges/barriers:			

City Clerk's No.



City of Spokane

PUBLIC WORKS CONTRACT

Title: NELSON FACILITY CNG EXPANSION

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **McCLINTOCK & TURK, INC.**, whose address is 516 North Sycamore, Spokane, Washington 99220 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. <u>PERFORMANCE/SCOPE OF WORK</u>.

The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled NELSON FACILITY CNG EXPANSION, selected via RFB 2019-145.

2. <u>CONTRACT DOCUMENTS</u>.

The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Asset Management Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. <u>TERM</u>.

The term of this Contract begins on November 1, 2019, and ends on October 31, 2020, unless amended by written agreement or terminated earlier under the provisions.

4. <u>TERMINATION</u>.

Either party may terminate this Contract 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.

5. <u>COMPENSATION/PAYMENT</u>.

<u>A. COMPENSATION</u>. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **NINETY ONE THOUSAND SIXTY SIX AND NO/100 DOLLARS (\$91,066.00)**, including sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract. B. <u>PAYMENT</u>. The Contractor will send its applications for payment to the Asset Management Department, 808 West Spokane Falls Blvd., Spokane, Washington 99201. 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.

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

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

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

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

10. <u>INSURANCE</u>. During the period of the Contract, 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 RCW 48:

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 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 Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Contract; and

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 Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant 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 Contractor's services under this Agreement, as well as 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 Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its 11. officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

13. <u>SUBCONTRACTOR RESPONSIBILITY</u>.

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

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

- 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
- 2. Have a current Washington Unified Business Identifier (UBI) number;
- 3. If applicable, have:
 - Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
- 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

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

15. EXECUTIVE ORDER 11246.

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

16. <u>DEBARMENT AND SUSPENSION</u>. 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.

17. <u>LIQUIDATED DAMAGES</u>. Liquidated damages shall be in accordance with the contract documents.

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

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

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

21. <u>DISPUTES</u>. 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.

22. <u>SEVERABILITY</u>. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

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

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

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

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

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

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

29. <u>KEY PERSONS</u>. The Contractor shall not transfer or reassign any individual designated in this Contract as essential to the Work, nor shall those key persons, or employees of Contractor identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Contractor's employment, the Contractor shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Contractor from its obligations under this Contract.

McCLINTOCK & TURK, INC.

CITY OF SPOKANE

Ву	Ву
Signature Date	Signature Date
Type or Print Name	Type or Print Name
Title	Title
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
Attachments that are part of this Contract: Payment/Performance Bond Exhibit A - Scope of Work Exhibit B – Certification Regarding Debarment	

19-176

PAYMENT / PERFORMANCE BOND

We, McCLINTOCK & TURK, INC., as principal, and , as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of NINETY ONE THOUSAND SIXTY SIX AND NO/100 DOLLARS (\$91,066.00), including sales tax if applicable, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the NELSON FACILITY CNG EXPANSION. If the principal shall:

A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and hold harmless the City from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all federal, state and local laws and regulations; and

C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law;

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

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

SIGNED AND SEALED on _____

AS PRINCIPAL

By: ______ Title: _____

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

AS SURETY

By: ______ Its Attorney in Fact

STATE OF WASHINGTON)) ss. County of _____)

I certify that I know or have satisfactory evidence that

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

EXHIBIT B

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)

Washington S	tate Departm	ent of Revenue				
Services > Business Lookup > MCCLINTOCK & TURK, INC.						
License Information:			New search	Back to results		
Entity name:	MCCLINTOCK 8	TURK, INC.				
Business name:	MCCLINTOCK 8	TURK, INC.				
Entity type:	Profit Corporatio	n				
UBI #:	328-040-432	328-040-432				
Business ID:	001					
Location ID:	0001					
Location:	Active					
Location address:	516 N SYCAMORE ST SPOKANE WA 99202-4625					
Mailing address:	PO BOX 3243 SPOKANE WA S	99220-3243				
Excise tax and reseller	permit status:	Click here				
Secretary of State stat	us:	Click here				

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Airway Heights General Business - Non-Resident	3291			Active	Dec-31-2019	Jan-04-2019
Cheney General Business - Non- Resident	BUS2010-112			Active	Dec-31-2019	Jan-04-2019
Liberty Lake General Business - Non-Resident	00470			Active	Aug-31-2020	May-18-2006
Spokane General Business - Non- Resident	T12009987BUS			Active	Aug-31-2020	Oct-15-2012
Spokane Valley General Business - Non-Resident	01045			Active	Aug-31-2020	Feb-09-2004

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

Governing people	Title
HENRY, MARK	
WILLIAMS, DON	
WILLIAMS, RUSS	

The Business Lookup information is updated nightly. Search date and time: 10/14/2019 3:03:10 $\ensuremath{\mathsf{PM}}$



CERTIFICATE OF LIABILITY INSURANCE

MDEMOSS

DATE (MM/DD/YYYY)	
10/1//2010	

MCCL&TU-01

ND, EXTEND OR ALT	FER THE CO		вү тн	E POLICIES
of the policy, certain	policies may			
CONTACT NAME:		FAX (A/C. No):	(509) (325-1803
E-MAIL ADDRESS:				
	SURER(S) AFFOI	RDING COVERAGE		NAIC #
				25623
INSURER B : Travele	ers Indemni	ty Company		25658
INSURER C : Traveler	s Property C	asualty Company of Am	erica	25674
INSURER D : St. Pau	l Surplus L	ines Insurance Comp	any	30481
INSURER E :		•		
INSURER F :				
		REVISION NUMBER:		
TION OF ANY CONTRA ORDED BY THE POLIC VE BEEN REDUCED BY	CT OR OTHER IES DESCRIB PAID CLAIMS	R DOCUMENT WITH RESPE	CT TO	WHICH THIS
(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S	1 000 000
		EACH OCCURRENCE	\$	1,000,000
10/20/2019	10/20/2020	PREMISES (Ea occurrence)	\$	300,000
		MED EXP (Any one person)	\$	5,000
		PERSONAL & ADV INJURY	\$	1,000,000
		GENERAL AGGREGATE	\$	2,000,000
		PRODUCTS - COMP/OP AGG	\$	2,000,000
			\$	2,000,000
		(Ea accident)	\$	1,000,000
10/20/2019	10/20/2020	BODILY INJURY (Per person)	\$	
			\$	
		(Per accident)	\$	
			\$	F 000 000
40/00/0040	40/00/0000	EACH OCCURRENCE	\$	5,000,000
10/20/2019	10/20/2020	AGGREGATE	\$	5,000,000
			\$	
4 0 / 0 0 / 0 0 / 0	4.0/00/0000	STATUTE ER		4 000 000
10/20/2019	10/20/2020	E.L. EACH ACCIDENT	\$	1,000,000
		E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
		E.L. DISEASE - POLICY LIMIT	\$	1,000,000
7/10/2019	7/10/2020	Aggregate		2,000,000
CANCELLATION SHOULD ANY OF THE EXPIRATIO ACCORDANCE W	THE ABOVE D N DATE TH ITH THE POLIC	ESCRIBED POLICIES BE C. IEREOF, NOTICE WILL		
	ND, EXTEND OR ALT ITUTE A CONTRACT the policy(ies) must has s of the policy, certain f such endorsement(s) CONTACT PHONE (A/C, No, Ext): (509) : E-MAIL ADDRESS: INSURER A : Phoeni INSURER A : Phoeni INSURER B : Traveler INSURER C : Traveler INSURER C : Traveler INSURER C : Traveler INSURER C : Traveler INSURER F : DW HAVE BEEN ISSUED TION OF ANY CONTRA OCADED BY THE POLIC VE BEEN REDUCED BY R POLICY EFF (MM/DD/YYY) 10/20/2019 10/20/2019 hedule, may be attached if mo CANCELLATION SHOULD ANY OF THE EXPIRATIO ACCORDANCE W	ND, EXTEND OR ALTER THE CO ITUTE A CONTRACT BETWEEN X. the policy(ies) must have ADDITIO s of the policy, certain policies may f such endorsement(s). CONTACT NAME: PHONE (A/C, No, Ext): (509) 325-3024 E-MAIL ADDRESS: INSURER(S) AFFOI INSURER A: Phoenix Insurance INSURER B: Travelers Indemni INSURER C: Travelers Property C INSURER D: St. Paul Surplus L INSURER E: INSURER F: DW HAVE BEEN ISSUED TO THE INSUF TION OF ANY CONTRACT OR OTHEE OW HAVE BEEN ISSUED TO THE INSUF TOON OF ANY CONTRACT OR OTHEE OW HAVE BEEN REDUCED BY PAID CLAIMS R POLICY EFF POLICY EFF EXF EXF EXF EXF EXF EXF EXF	ND, EXTEND OR ALTER THE COVERAGE AFFORDED ITUTE A CONTRACT BETWEEN THE ISSUING INSURER the policy, certain policies may require an endorsement f such endorsement(s). NONTACT PHONE (AC, No, Ext) (509) 325-3024 EACH INSURER A: Phoenix Insurance Company INSURER A: Phoenix Insurance Company INSURER C: Travelers Indemnity Company of Am INSURER C: Travelers Property Casualty Company of Am PREMISES (Ea accurrence) MED EXP (Any one person) PERSONAL & ADV INURY (MMDDDYYNY) INT (Ea ACGREGATE L COMMINED SINGLE LIMIT (Ea ACGREGATE L INJURY (Per accident) PROULCY EXP INJURY (Per accident) PROULCY PROVER INJURY (Per accident) PROULCY COM EL EACH ACCURENCE ACCOCURENCE AND ATE THEREOF, NOTICE WILL INT ACCORDANCE WITH THE POLICY PROVISIONS. INDULD ANY OF THE ABOVE DESCRIBED POLICIES BE C/ THE EXPIRATION DATE THEREOF, NOTICE WILL INT ACCORDANCE WITH THE POLICY PROVISIONS.	ND, EXTEND OR ALTER THE COVERAGE AFFORDED BY TH ITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AU the policy(ies) must have ADDITIONAL INSURED provisions or b s of the policy, certain policies may require an endorsement. A si f such endorsement(s). NUMER 5: NUMER 5: INSURER 6: INSURER 6: INSURER 7: INSURER 7: INSURE

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SPOKANE Agenda Sheet	Date Rec'd	10/15/2019	
10/28/2019	Clerk's File #	OPR 2019-0914	
		Renews #	
Submitting Dept	PLANNING	Cross Ref #	
Contact Name/Phone	TERI STRIPES 625-6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 - EPA GRANT CONTRACT		
Agondo Wording			

Agenda Wording

Accepting a contract with the EPA for the \$600,000 Coalition Assessment Grant for the University District Coalition will enable us to carry out environmental due diligence and remedial investigation on private and public properties where development

Summary (Background)

As the lead applicant, the City has formed a Coalition with four primary District stakeholders, including the University District Public Development Authority (UDPDA), WSU Health Sciences Spokane, Gonzaga University and the Empire Health Foundation (referred to as "the Coalition").

Fiscal Impact Grant related? YES		Budget Accou	<u>int</u>				
		Public Works?	NO				
Revenue	\$ 600,0	000		# 1360-94170-999	999-33166-99999		
Select	\$			#			
Select	\$			#			
Select	\$			#			
Approva	ls			Council Notifi	cations		
Dept Hea	<u>d</u>	MEULER	, LOUIS	Study Session			
Division [<u>Director</u>	CORTRIC	GHT, CARLY	<u>Other</u>	Urban Experience		
Finance	Finance ORLOB, KIMBERLY		Distribution L	Distribution List			
Legal		DALTON	, PAT	sstopher@spokane			
For the M	ayor	ORMSBY	, MICHAEL	korlob@spokaneci	ty.org		
Addition	al App	rovals		htrautman@spoka	necity.org		
<u>Purchasir</u>	ng			tstripes@spokanecity.org			
GRANTS	S & STOPHER, SALLY mpiccolo@spokanecity.org		ecity.org				
		sbishop@spokanecity.org		city.org			
tsanders@spokanecity.org			ecity.org				



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

is likely or encouraged to redevelop. The scope of work for the grant includes a property condition assessment, conducting Phase I and Phase II environmental site assessments, conducting preliminary site planning, and creating site-specific brownfield alternative cleanup plans based upon the preliminary site planning.

Summary (Background)

The Coalition will leverage \$600,000 of EPA Brownfield Coalition Assessment Grant funding with proven strategies and incentives to engage the community in a dynamic process to revitalize priority brownfields and address the socioeconomic challenges facing a community with substantial measures of opportunity and distress.

Fiscal Impact	Budget Account	
Select \$	#	
Select \$	#	
Distribution List		
gcooley@spokanecity.org		

Briefing Paper Urban Experience Committee

Urban Experience Committee					
Division & Department:	Planning Economic Development Team				
Subject:	Brownfields Program Grant Award for University District				
	Coalition				
Date:	June 10, 2019				
Author (email & phone):	Department Director, Heather Trautman and Teri Stripes x6597				
City Council Sponsor:	Ben Stuckart/Karen Stratton				
Executive Sponsor:	Gavin Cooley				
Committee(s) Impacted:	Urban Experience				
Type of Agenda item:	X Consent Discussion Strategic Initiative				
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	 Strategic Key Advancement of: Strategies and Tactics: Invest in Key Neighborhoods and Business Centers; esp PDA's Invest in Key Public Amenities and Facilities Maximize Public Assets Expected Outcomes: Property values growing faster than historic averages We have created an environment to promote mixed income neighborhoods with a diverse range of housing options for all buyers Total public/private investment and job growth is higher in targeted areas compared with the region 				
	Comprehensive Plan, Charter 7 Economic Development:				
	 ED 2 LAND AVAILABILITY FOR ECONOMIC ACTIVITIES Goal: Ensure that an adequate supply of useable industrial and commercial Property is available for economic development activities. ED 6 INFRASTRUCTURE 				
	Goal: Implement infrastructure maintenance and improvement programs that support new and existing business and that reinforce Spokane's position as a regional center.				
	ED 7 REGULATORY ENVIRONMENT AND TAX STRUCTURE Goal: Create a regulatory environment and tax structure that encourage investment, nurture economic activity, and promote a good business climate.				
	 ED 7.4 Tax Incentives for Land Improvement Support a tax structure that encourages business investment and construction where infrastructure exists, especially in centers or other target areas for development. ED 7.5 Tax Incentives for Renovation 				

	Lico tay incontines and investments to encourage
	Use tax incentives and investments to encourage revitalization, modernization, or rehabilitation of deteriorated
	residential and commercial properties and buildings for new
	economic activity.
Strategic Initiative:	See above Alignment with Urban Edge
Deadline:	July 1, 2019
Outcome: (deliverables,	As the lead applicant, the City has formed a Coalition with four
delivery duties, milestones to	primary District stakeholders, including the University District Public
meet)	Development Authority (UDPDA), WSU Health Sciences Spokane,
incely	Gonzaga University and the Empire Health Foundation (referred to as
	"the Coalition"). The Coalition will leverage \$600,000 of EPA
	Brownfield Coalition Assessment Grant funding with proven
	strategies and incentives to engage the community in a dynamic
	process to revitalize priority brownfields and address the
	socioeconomic challenges facing a community with substantial
De aleman el (Uliatera el Duce) i de l	measures of opportunity and distress.
	brief history e.g. this is the 3 rd and final 5 year extension of the contract
which was put in place in 2002	
-	(at a cost of \$15.4M), the University District Gateway Bridge spans the
-	ing connectivity for pedestrian and bike traffic to the institutions of
÷	. Additionally, at the South Landing of the bridge, construction is
	ding. The five-story 159,000 sq. ft. Catalyst is the anchor in a planned
	ry and academia will partner to foster innovation and collaboration.
-	her) investments, the District is poised for a new era of rapid
	onmental impacts associated with the large number of brownfields must
-	rict's full potential. With incredible successes that include Kendall Yards
	ownfield redevelopments neighboring the District), the City has built
	rownfields Redevelopment Programs in Region 10. To accomplish its
	to rely on an array of EPA and state brownfield grants to enhance local
funding sources and stimulate	public-private partnerships.
Executive Summary:	
	e EPA for the \$600,000 Coalition Assessment Grant for the University
	s to carry out environmental due diligence and remedial investigation on
	where development is likely or encouraged to redevelop. The scope of
-	a property condition assessment, conducting Phase I and Phase II
	ents, conducting preliminary site planning, and creating site-specific
brownfield alternative cleanu	p plans based upon the preliminary site planning.
Budget Impact:	
Approved in current year bud	get? <u>x</u> Yes 🔲 No
Annual/Reoccurring expenditu	ure? 🔲 Yes x No
Other budget impacts: (reven	ue generating, match requirements, etc.)
Operations Impact:	
Consistent with current opera	tions/policy? X Yes 🔲 No
Requires change in current op	
Specify changes required: ORI	
Known challenges/barriers:	



Brownfields 2019 Assessment Grant Fact Sheet Spokane, WA

EPA Brownfields Program

EPA's Brownfields Program empowers states, communities, and other stakeholders to work together to prevent, assess, safely clean up, and sustainably reuse brownfields. A brownfield site is real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The Small Business Liability Relief and Brownfields Revitalization Act of 2002, as amended by the Brownfields Utilization, Investment and Local Development Act of 2018, was passed to help states and communities around the country clean up and revitalize brownfield sites. Under this law, EPA provides financial assistance to eligible applicants through five competitive grant programs: Multipurpose Grants, Assessment Grants, Revolving Loan Fund Grants, Cleanup Grants, and Environmental Workforce Development and Job Training Grants. Additionally, funding support is provided to state and tribal response programs through a separate mechanism.

Assessment Grant

\$450,000 for hazardous substances

\$150,000 for petroleum

EPA has selected the City of Spokane for a Brownfields Assessment Coalition Grant. Community-wide hazardous substances grant funds will be used to conduct nine Phase I and six Phase II environmental site assessments, and to prepare six cleanup plans and four reuse plans. Community-wide petroleum grant funds will be used to conduct five Phase I and two Phase II environmental site assessments, and to prepare two cleanup plans and two reuse plans. Grant funds of both types also will be used to update the inventory of brownfield sites and conduct community outreach activities. The target area for this grant is the 770-acre University District located along the Spokane River. Coalition partners are the University Health Sciences Spokane, Gonzaga University, and the Empire Health Foundation.

Contacts

For further information, including specific grant contacts, additional grant information, brownfields news and events, and publications and links, visit the EPA Brownfields Web site (http://www.epa.gov/brownfields).

EPA Region 10 Brownfields Team (206) 553-7299 EPA Region 10 Brownfields Web site (https://www.epa.gov/brownfields/brownfie lds-and-land-revitalization-washington-i daho-oregon-and-alaska)

Grant Recipient: City of Spokane, WA (509) 625-6597

The information presented in this fact sheet comes from the grant proposal; EPA cannot attest to the accuracy of this information. The cooperative agreement for the grant has not yet been negotiated. Therefore, activities described in this fact sheet are subject to change.

					BF -	- 01J65801 - 0 Pa	age 1
				GRANT NUMBER (FA			
UNITED STATES	U.S. E	NVIR	ONMENTAL	MODIFICATION NUM			
2 0 5			N AGENCY	PROGRAM CODE:	BF	08/23/201	
AGEN	FRUI	ECHC	AGENCI	TYPE OF ACTION New		MAILING 08/30/201	
UNITED STATES	Coop	perative	Agreement	PAYMENT METHOD:		ACH# X0072	
RECIPIENT TYPE: Municipal				Send Payment Request to: Las Vegas Finance Center Email: LVFC-grants@epa.gov			
RECIPIENT:				PAYEE:			
City of Spokane 808 W. Spokane Falls E Spokane, WA 99201-33 EIN: 91-6001280				City of Spokane 808 W. Spokane Falls Spokane, WA 99201-3			
PROJECT MANAGER			EPA PROJECT OFFICE	R	EPA GRANT	SPECIALIST	
Teri StripesB808 W. Spokane Falls Boulevard12Spokane, WA 99201-3329SE-Mail: tstripes@spokanecity.orgE			Brandon Perkins 1200 Sixth Avenue, Suite Seattle, WA 98101 E-Mail: perkins.brandon Phone: 206-553-6396		Seattle, WA	/e., Suite 155 17-C0 98101 /as.felicia@epa.gov	
related activities for brow ESAs, 8 Phase II ESAs,	ide funding for th /nfield sites in the 5 RBM surveys,	ne City of S e University and 6 ABC	pokane to inventory, chara y District of Spokane. The (CAs. in the project target ar esence of a hazardous sub	City of Spokane and its (ea. Brownfields are real	Coalition partner property, the e	rs will conduct appr	oximately 14 Phase I
BUDGET PERIOD 08/01/2019 - 07/30/202	22	PROJECT	9 - 07/30/2022	TOTAL BUDGET PER \$600,000.00	NOD COST	TOTAL PROJEC \$600,000.00	T PERIOD COST
Doion/2013 = On doi/2012 pool webric = On doi/2012 pool webric = On doi/2012 NOTICE OF AWARD Based on your Application dated 06/20/2019 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$600,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceedir total federal funding of \$600,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this awa by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award ter and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this awat the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisic all terms and conditions of this agreement and any attachments. ISSUING OFFICE (GRANTS MANAGEMENT OFFICE) AWARD APPROVAL OFFICE ORGANIZATION / ADDRESS ORGANIZATION / ADDRESS EPA Region 10 U.S. EPA, Region 10 1200 Sixth Avenue, Suite 155 (17-C04) Land, Chemicals, & Redevelopment Division 1200 Sixth Ave 98101 1200 Sixth Ave, Suite 155 MS 13-J07						o and not exceeding carry out this award with the award terms pecified in this award, A award or ds provided by this	
,				Seattle, WA 98101			
	THE UNIT	ED STATE	ES OF AMERICA BY THE	U.S. ENVIRONMENTAL	PROTECTION	AGENCY	
Digital signature appl	ied by EPA Awa	rd Official	PeggyD Johnson - Grant	s Management Officer			DATE 08/23/2019

EPA Funding Information

BF - 01J65801 - 0 Page 2

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 600,000	\$ 600,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 600,000	\$ 600,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose Assessment — Revolving Loan Fund — and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(2)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization		Object Class		Cost Organization	Obligation / Deobligation
-	1910BDG114 1910BDG114	19 19	E4 E4	10L4AG7		4114 4114			450,000 150,000
									600,000

Budget Summary Page	Total Annual Allowship
Table A - Object Class Category	Total Approved Allowable
(Non-construction)	Budget Period Cost
1. Personnel	\$28,800
2. Fringe Benefits	\$14,400
3. Travel	\$8,000
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$548,800
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$600,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient 0.00 % Federal 100.00 %.)	\$600,000
12. Total Approved Assistance Amount	\$600,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$600,000
15. Total EPA Amount Awarded To Date	\$600,000

1. General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2018

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at http://www.epa.gov/grants/grant-terms-and-conditions.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): <u>LVFC-grants@epa.gov</u>
- MBE/WBE reports (EPA Form 5700-52A): <u>bennett.andrea@epa.gov</u>
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: wasson.wendy@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: perkins.brandon@epa.gov
- Administrative questions: <u>thomas.felicia@epa.gov</u>

B. Extension of Project/Budget Period Expiration Date

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

C. Disadvantages Business Enterprise (DBEs)

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$250,000., including amendments and/or modifications. The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found here: https://www.epa.gov/sites/production/files/documents/5700-52A and Disadvantaged Business Utilization's Home Page at https://www.epa.gov/resources-small-businesses

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, the recipient must provide a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements to the Region 10 DBE Coordinator. All procurement actions are reportable, not just that portion which exceeds \$250,000. When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first. The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form. This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D. Visit this link for more information on 40 CFR Part 33: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title40/40cfr33 main 02.tpl

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation

by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

NATIVE AMERICAN PROVISIONS, 40 CFR, Section 33.304

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.304. Any recipient, whether or not Native American, of an EPA financial assistance agreement for the benefit of Native Americans, is required to solicit and recruit Indian organizations and Indian-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts. If the efforts to solicit and recruit Indian organizations and Indian-owned economic successful, then the recipient must follow the six good faith efforts.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

1. For Grant Awards \$250,000 or Less

This assistance agreement is a Technical Assistance Grant (TAG); or the award amount is \$250,000 or less; or the total dollar amount of all of the recipient's financial assistance agreements from EPA in the current Federal fiscal year is \$250,000 or less. Therefore, the recipient of this assistance agreement is exempt from the fair share objective requirements of 40 CFR, Part 33, Subpart D, and is not required to negotiate fair share objectives/goals for the utilization of MBE/WBEs in its procurements.

2. For Recipients Accepting Goals

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements. In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption. Accepting the Fair Share Objectives/Goals of Another Recipient - The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA. The Region 10 fair share objectives/goals can be found: http://www.epa.gov/osbp/pdfs/r10 fair share goals.pdf

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market. Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404 - The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment. The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is not accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

3. For Recipients with Established Goals

The recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements. In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption. Current Fair Share Objective/Goal - The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The Region 10 fair share objectives/goals can be found:

http://www.epa.gov/osbp/pdfs/r10_fair_share_goals.pdf

Negotiating Fair Share Objectives/Goals - In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

D. INTERGOVERNMENTAL REVIEW PERIOD (IF APPLICABLE)

In accordance with 40 CFR Part 29, EPA must allow for an intergovernmental review comment period on this grant program. Accordingly, the Grantee may incur costs at its own risk but shall not draw down any funds associated with this award until the process is completed.

E. Pre-Award Costs

In accordance with 2 CFR 1500.8, the grantee may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from budget start date to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

F. Interim Federal Financial Reports (FFRs) (also listed in General Terms and Conditions)

Pursuant to 2 CFR 200.327, EPA recipients shall submit an interim annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the anniversary of the start date of the agreement. The FFR must be emailed to <u>LVFC-grants@epa.gov</u>. A courtesy copy of the interim FFR can be submitted to the local Grants Office via email to: <u>thomas.felicia@epa.gov</u>. All email attachments must be sent in pdf format. Documents emailed to us in any other format will not be accepted. EPA may take enforcement actions in accordance with 2 CFR 200.338 if the recipient does not comply with this term and condition.

G. Closeout (also listed in General Terms and Conditions)

The Administrative Closeout Phase for this grant will be initiated with the submission of a "final" FFR, in accordance with 2 CFR 200.343. At that time, the recipient must submit the following forms/reports to EPA if applicable:

- Federally Owned Property Report
- An Inventory of all Property Acquired with federal funds
- Contractor's or Grantee's Invention Disclosure Report (EPA Form 3340-3)

Visit this link for submission requirements and frequently asked questions: https://www.epa.gov/grants/frequent-questions-about-closeouts

H. Indirect Costs Not Included (All Organizations) (also listed in General Terms and Conditions)

In addition to the General Terms and Conditions "Indirect Cost Rate Agreements", the cost principles of 2 CFR 200 Subpart E are applicable to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

I. Consultant Cap (also listed in General Terms and Conditions)

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors is limited to the maximum daily rate for a Level IV of the Executive Schedule, available at:

https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/

This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices). The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

Programmatic Conditions

GRANT-SPECIFIC PROGRAMMATIC TERMS & CONDITIONS

FY19 Assessment Cooperative Agreement Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Assessment Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions, the term "assessment" includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.

A. Federal Policy and Guidance

- <u>Cooperative Agreement Recipients</u>: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2019 competition for Brownfield Assessment cooperative agreements.
- In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.
- 3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200.
- 4. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
- 5. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.

II. SITE ELIGIBILITY REQUIREMENTS

A. Eligible Brownfield Site Determinations

 The CAR must provide information to the EPA Project Officer about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's workplan by EPA. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA, and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability and/or has defenses to CERCLA liability.

- 2. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.
- 3. Brownfield Sites Contaminated with Petroleum
 - a. For any <u>petroleum-contaminated brownfield site</u> that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:
 - i. the State determines there is "no viable responsible party" for the site;
 - ii.the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
 - iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

- b. Documentation must include:
 - i. the identity of the State program official contacted;

ii.the State official's telephone number;

- iii. the date of the contact; and
- iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

- c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.
- d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Sufficient Progress Condition (No. 22) in the General Terms and Conditions. If after <u>18 months from the date of award</u>, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Award Official or Grants Management Officer. Alternatively, EPA may terminate this agreement under 2 CFR § 200.339 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.339, depending on the circumstances. Sufficient progress is indicated when 35% of funds have been drawn down and disbursed for eligible activities. For assessment coalition cooperative agreements, sufficient progress is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated (if necessary), community involvement activities have been initiated and a Memorandum of Agreement is in place, or other documented activities that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

1. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.

- a. Substantial involvement by EPA generally includes administrative activities by the EPA Project Officer such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts. EPA will not direct or recommend that the CAR enter into a contract with a particular entity.
- b. Substantial EPA involvement includes brownfield property-specific funding determinations described in Section II.A.2. If the CAR awards a subaward for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in CERCLA § 104(k)(5)(B)(i)(IV) applies. This prohibition does not allow the subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under § 107 of CERCLA.
- c. Substantial EPA involvement may include reviewing financial and program performance reports, monitoring all reporting, record-keeping, and other program requirements.
- d. EPA may waive any of the provisions in Section III.B.1. with the exception of property-specific funding determinations, at its own initiative or upon request by the CAR. The EPA Project Officer will provide waivers in writing.
- 2. Effects of EPA's substantial involvement include:
 - a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible*

Response Site determinations or rights, authorities, and actions under CERCLA or any federal statute.

- b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.
- c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

- 1. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10 to coordinate, direct, and oversee the brownfield site assessment activities at a given site, if it does not have such a professional on staff.
- 2. The CAR is responsible for ensuring that funding received under this cooperative agreement does not exceed the statutory \$200,000 funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfield site must be submitted to the EPA Project Officer and approved prior to the expenditure of funding exceeding \$200,000. In no case may funding for site-specific assessment activities exceed \$350,000 on a site receiving a waiver. CARs expending funding from a Community-wide Assessment cooperative agreement must include this amount in any total funding expended on the site.
- 3. Cybersecurity The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State law cybersecurity requirements.
 - a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

 All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <u>www.fgdc.gov</u>.

D. Quarterly Progress Reports

In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 - December 31 (1st quarter); January 1 - March 31 (2nd quarter); April 1 - June 30 (3rd quarter); and July 1 - September 30 (4th quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

- 2. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
 - a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.
 - b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
 - c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
 - d. An update on project schedules and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
 - e. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
 - f. A budget recap summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable); and total remaining funds. The CAR

should include an explanation of any discrepancies in the budget from the EPA-approved workplan, of cost overruns or high unit costs, and other pertinent information.

Note: Each property where assessment activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly progress report (see Section III.E. below).

- 3. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess specific properties under this cooperative agreement.
- 4. In accordance with 2 CFR § 200.328(d)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. Property Profile Submission

 The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, clean up required, contaminants, institutional controls, engineering controls) by completing and submitting relevant portions of the Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly progress report to the EPA Project Officer. The CAR must utilize the ACRES system unless approval is obtained from the EPA Project Officer to utilize and the Property Profile Form.

F. Final Technical Cooperative Agreement Report with Environmental Results

- In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328, *Monitoring and Reporting Program Performance*), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas:
 - a. a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the EPA-approved workplan;
 - b. reasons why anticipated outputs/outcomes were not met; and
 - c. other pertinent information, including when appropriate, analysis and explanation of cost overruns or high unit costs.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

- To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites, and outreach. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:
 - a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).
 - b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
 - c. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.11. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at https://www.epa.gov/grants/implementation-granizations-receiving-epa-financial.
 - d. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient.*
 - e. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.331 and the "Establishing and Managing Subawards" General Term and Condition; and carrying out community involvement pertaining to the assessment activities.
- 2. Local Governments Only. No more than 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.
- 3. Under CERCLA § 104(k)(5)(B), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for this agreement is \$30,000. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR or subaward administration by subrecipients paid for by EPA under the cooperative agreement may not exceed this amount. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and may not classify the same types of cost in both categories.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

a. Costs incurred to comply with the following provisions of the *Uniform* Administrative Requirements for Cost Principles and Audit Requirements for *Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.

- i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
- ii.Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
- iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
- iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
- v. Financial reporting under 2 CFR § 200.327.
- vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and
- vii. Closeout under 2 CFR § 200.343 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.
- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

- 1. Cooperative agreement funds shall <u>not</u> be used by the CAR for any of the following activities:
 - a. Cleanup activities;
 - b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);
 - c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;
 - d. Job training unrelated to performing a specific assessment at a site covered by the cooperative agreement;
 - e. To pay for a penalty or fine;
 - f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;

- g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;
- To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
- i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.
- 2. Cooperative agreement funds may <u>not</u> be used for any of the following properties:
 - a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
 - Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
 - c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
 - d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

C. Interest-Bearing Accounts and Program Income

- In accordance with 2 CFR § 1500.7(b), during the performance period of the cooperative agreement, the CAR is authorized to add program income to the funds awarded by EPA and use the program income under the same terms and conditions of this agreement.
- 2. Program income for the CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, cleanup planning, or other activities when the costs for the activity is charged to this agreement.

3. The CAR must deposit advances of cooperative agreement funds and program income (i.e., fees) in an interest-bearing account.

- a. For interest earned on advances, CARs are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.
- b. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 2 CFR § 200.307 and 2 CFR § 1500.7, as applicable.
- c. Interest earned on program income is considered additional program income.
- d. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR § 200.305(b)(5).
- 4. As required by 2 CFR § 200.302, the CAR must maintain accounting records

documenting the receipt and disbursement of program income.

5. The recipient must provide as part of its quarterly performance report and final technical report a description of how program income is being used. Further, a report on the amount of program income earned during the award period must be submitted with the quarterly performance report, final technical report, and Federal Financial Report (Standard Form 425).

V. ASSESSMENT REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

B. Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 30 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of date from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans.

No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website at

https://www.epa.gov/grants/implementation-quality-assurance-requirements-organiz ations-receiving-epa-financial.

2. Competency of Organizations Generating Environmental Measurement Data: In accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under*

Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Community Outreach

- 1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.
 - a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall include the following statement: " Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of EPA."
 - b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at

https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients.

2. The CAR agrees to notify the EPA Project Officer of public or media events publicizing the

accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

3. To increase public awareness of projects serving communities where English is not the

predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

D. All Appropriate Inquiry

 As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-13 *"Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process*," or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in *"All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content"*, (Publication Number: EPA 560-F-14-003). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.

- 2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to EPA Project Officers as deliverables under this agreement must be accompanied by a completed *"All Appropriate Inquiries: Reporting Requirements Checklist for Assessment Grant Recipients"* (Publication Number: EPA 560-F-17-194) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at www.epa.gov/brownfields. The completed checklist must include:
 - a. An *opinion* as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.
 - b. An identification of *"significant" data gaps* (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.
 - c. *Qualifications* and *signature* of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

• *"[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we]*

meet the definition of Environmental Professional as defined in §312.10 of this part."

"[I, We] have the specific qualifications based on education, training, and experience to

assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."

Note: Please use either "I" or "We."

- d. In compliance with §312.31(b), the environmental professional must include in the final report an *opinion regarding additional appropriate investigation*, if the environmental professional has such an opinion.
- 3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-13). Any deficiencies identified

during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.338 through 2 CFR § 200.342. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.342.

E. Completion of Assessment Activities

 The CAR shall properly document the completion of all activities described in the EPA- approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

F. Inclusion of Additional Terms and Conditions

- In accordance with 2 CFR § 200.333 the CAR shall maintain records pertaining to the cooperative for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.336.
- 2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

VI. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: "payment" is EPA's transfer of funds to the CAR; "closeout" refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

B. Schedule for Closeout

- 1. Closeout will be conducted in accordance with 2 CFR § 200.343. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.
- 2. The CAR, within 90 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement 2 CFR Part 200.
 - a. The CAR must submit the following documentation:
 - i. The Final Technical Cooperative Agreement Report as described in

Section III.F. of these Terms and Conditions.

ii.Administrative and Financial Reports as described in the Grant-Specific Administrative Terms and Conditions of this agreement.

- b. The CAR must ensure that appropriate data have been entered into ACRES or all Property Profile Forms are submitted to the EPA Project Officer.
- c. As required by 2 CFR § 200.343, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.



Davis Bacon Brownfields Petroleum - Governmental Entities_final.doc END OF DOCUMENT

SPOKANE Agenda Sheet	Date Rec'd	10/23/2019	
10/28/2019	Clerk's File #	CPR 2019-0002	
		Renews #	
Submitting Dept	ACCOUNTING	Cross Ref #	
Contact Name/Phone	LEONARD DAVIS 625-6028	Project #	
Contact E-Mail	LDAVIS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Claim Item	Requisition #	
Agenda Item Name	5600-CLAIMS-2019		

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 10/18/19. Total: \$10,469,747.94 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total: \$9,593,168.99

Summary (Background)

Pages 1-36 Check numbers: 565298 - 565584 ACH payment numbers: 70105 - 70436 On file for review in City Clerks Office: 36 Page listing of Claims

Fiscal In	npact	Grant	related?		Budget A	ccount		
		Public	Works?	NO				
Expense	\$ 9,593	8,168.49)		# Various			
Select	\$				#			
Select	\$				#			
Select	\$				#			
Approva	ls				Council N	otification	<u>s</u>	
Dept Head	<u>d</u>		HUGHES	, MICHELLE	Study Sess	sion		
Division D	Director		STOPHE	R, SALLY	<u>Other</u>			
Finance			HUGHES	, MICHELLE	Distributi	on List		
<u>Legal</u>			DALTON	, PAT				
For the Ma	ayor		ORMSBY	, MICHAEL				
Addition	al App	rovals	<u>.</u>					
Purchasin	ng							

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	479,064.72
1100	STREET FUND	451,672.82
1200	CODE ENFORCEMENT FUND	1,218.21
1300	LIBRARY FUND	1,809.79
1350	PENSION CONTRIBUTIONS FUND	195.40
1360	MISCELLANEOUS GRANTS FUND	0.00
1380	TRAFFIC CALMING MEASURES	165,573.33
1400	PARKS AND RECREATION FUND	2,600.96
1450	UNDER FREEWAY PARKING FUND	2,620.86
	PARKING METER REVENUE FUND	
1460 1500		9,817.23
	PATHS AND TRAILS RESERVE FUND	3.79 59.90
1510	SPOKANE REG EMERG COM SYS	
1560	FORFEITURES & CONTRIBUTION FND	10,250.27
1570	INTERMODAL FACILITY OPERATION	81.57
1590	HOTEL/MOTEL TAX FUND	1.90
1610	REAL ESTATE EXCISE TAX FUND	204.88
1630	COMBINED COMMUNICATIONS CENTER	529.08
1640	COMMUNICATIONS BLDG M&O FUND	13,454.80
1680	CD/HS OPERATIONS	580.50
1690	COMM DEVELOPMENT BLOCK GRANTS	0.00
1695	CDBG REVOLVING LOAN FUND	0.00
1910	CRIMINAL JUSTICE ASSISTANCE FD	400,498.34
1920	FINANCIAL PARTNERSHIP FUND	37.94
1940	CHANNEL FIVE EQUIPMENT RESERVE	3.79
1950	PARK CUMULATIVE RESERVE FUND	26.56
1970	FIRE/EMS FUND	32,508.05
1980	DEFINED CONTRIBUTION ADMIN FND	1.90
1990	TRANSPORTATION BENEFIT FUND	56.91
3200	ARTERIAL STREET FUND	467,626.30
3502	UNIVERSITY DISTRICT LRF	17,500.00
4100	WATER DIVISION	230,028.94
4250	INTEGRATED CAPITAL MANAGEMENT	5,247,607.08
4300	SEWER FUND	487,548.93
4480	SOLID WASTE FUND	2,843.05
4490	SOLID WASTE DISPOSAL	91,582.67
4530	SOLID WASTE LANDFILLS	3,670.50
4600	GOLF FUND	418.40
4700	DEVELOPMENT SVCS CENTER	8,936.41
5100	FLEET SERVICES FUND	153,973.38
5200	PUBLIC WORKS AND UTILITIES	16,809.94
5300	IT FUND	7,202.05
5310	IT CAPITAL REPLACEMENT FUND	66,705.07
5400	REPROGRAPHICS FUND	12,132.32
5500	PURCHASING & STORES FUND	13.28
5600	ACCOUNTING SERVICES	2,580.48
5700	MY SPOKANE	24.66
5800	RISK MANAGEMENT FUND	16,201.19
5810	WORKERS' COMPENSATION FUND	268.99
5820	UNEMPLOYMENT COMPENSATION FUND	80,572.69
5830	EMPLOYEES BENEFITS FUND	721,401.38
5900	ASSET MANAGEMENT FUND OPS	10,791.57
5901	ASSET MANAGEMENT FUND CAPITAL	88,852.24
6060	EMPLOYEES' RETIREMENT FUND	610.85
		010.00

FUND	FUND NAME	AMOUNT
 6070 6080	FIREFIGHTERS' PENSION FUND POLICE PENSION FUND	136,953.89 46,053.56
6730	PARKING & BUSINESS IMPROV DIST	101,385.67
	TOTAL:	9,593,168.99

REPORT: PG3630 SYSTEM: FMSAP USER: MANAGER RUN NO: 42 DATE: 10/21/19 TIME: PAGE: 1

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HONORABLE MAYOR AND COUNCIL MEMBERS 10/21/19 PAGE 2 0020 - NONDEPARTMENTAL

ADVANCED TRANSPORTATION TAXI AND SHUTTLE SERVICE	LICENSE/PERMIT-TAXI/HIRE OP CHECK NO 00565543	75.01
BOTACH INC ACKAH SARBAH	OTHR BUS REGISTRATIONS/PERMITS CHECK NO 00565544	10.00
DAVENPORT HOTEL OPCO LLC KAREN OR WALT WORTHY	OTHR BUS REGISTRATIONS/PERMITS CHECK NO 00565545	18,920.00
DOWNTOWN SPOKANE PARTNERSHIP	PROFESSIONAL SERVICES ACH PMT NO 80070333	25,000.00
SISTER CITIES ASSN OF SPOKANE	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO 80070208	500.00
SJC CONSULTANT & ASSOCIATES	CONTRACTUAL SERVICES ACH PMT NO 80070288	7,650.00
SPOKANE REGIONAL CLEAN AIR AGENCY	OTHER INTERGOVT SERVICES CHECK NO 00565338	74,760.69
SUMMIT LAW GROUP PLLC	LEGAL SERVICES ACH PMT NO. – 80070146	3,491.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO 00565577	34.65
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO 00565577	247.22-
TOTAL FOR 0020	- NONDEPARTMENTAL	130,194.13
TOTAL FOR 0020 ·	- NONDEPARTMENTAL	130,194.13
		130,194.13
030 - POLICE OMBUDSMAN ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS	
030 - POLICE OMBUDSMAN ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO 80070170 MISC SERVICES/CHARGES	16.00 131.75
030 - POLICE OMBUDSMAN ACRANET CBS BRANCH/DIV OF CBS REPORTING INC COPIERS NORTHWEST INC COPIERS NORTHWEST INC	BACKGROUND CHECKS ACH PMT NO 80070170 MISC SERVICES/CHARGES ACH PMT NO 80070246 OPERATING RENTALS/LEASES	16.00 131.75 127.50
030 - POLICE OMBUDSMAN ACRANET CBS BRANCH/DIV OF CBS REPORTING INC COPIERS NORTHWEST INC COPIERS NORTHWEST INC	BACKGROUND CHECKS ACH PMT NO 80070170 MISC SERVICES/CHARGES ACH PMT NO 80070246 OPERATING RENTALS/LEASES ACH PMT NO 80070405	16.00 131.75 127.50
030 - POLICE OMBUDSMAN ACRANET CBS BRANCH/DIV OF CBS REPORTING INC COPIERS NORTHWEST INC COPIERS NORTHWEST INC TOTAL FOR 0030	BACKGROUND CHECKS ACH PMT NO 80070170 MISC SERVICES/CHARGES ACH PMT NO 80070246 OPERATING RENTALS/LEASES ACH PMT NO 80070405 - POLICE OMBUDSMAN	16.00 131.75 127.50
030 - POLICE OMBUDSMAN ACRANET CBS BRANCH/DIV OF CBS REPORTING INC COPIERS NORTHWEST INC COPIERS NORTHWEST INC TOTAL FOR 0030	BACKGROUND CHECKS ACH PMT NO 80070170 MISC SERVICES/CHARGES ACH PMT NO 80070246 OPERATING RENTALS/LEASES ACH PMT NO 80070405 - POLICE OMBUDSMAN GRANT CASH PASS THRU ACCOUNT ACH PMT NO 80070105	131.75 127.50 275.25

BYRON POTTER	DEPOSIT - RESTITUTION	
525 W SINTO	CHECK NO 00565302	25.00

TOTAL FOR 0230 - 0300 - HUMAN SERVICES	BANK FEES CHECK NO 00565577 HUMAN SERVICES	4,930.00 5,159.16 67.80
TOTAL FOR 0230 - 0300 - HUMAN SERVICES US BANK TREASURY MANAGEMENT SERVICES TOTAL FOR 0300 - HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES	CIVIL SERVICE BANK FEES CHECK NO 00565577 HUMAN SERVICES	5,159.16 67.80 67.80 10/21/19
TOTAL FOR 0230 - 0300 - HUMAN SERVICES US BANK TREASURY MANAGEMENT SERVICES TOTAL FOR 0300 - HONORABLE MAYOR AND COUNCIL MEMBERS	CIVIL SERVICE BANK FEES CHECK NO 00565577 HUMAN SERVICES	5,159.16 67.80 67.80 10/21/19
TOTAL FOR 0230 - 0300 - HUMAN SERVICES US BANK TREASURY MANAGEMENT SERVICES TOTAL FOR 0300 - HONORABLE MAYOR	CIVIL SERVICE BANK FEES CHECK NO 00565577	5,159.16 67.80 67.80 10/21/19
TOTAL FOR 0230 - 0300 - HUMAN SERVICES US BANK TREASURY MANAGEMENT SERVICES	CIVIL SERVICE BANK FEES CHECK NO 00565577	5,159.16
TOTAL FOR 0230 - 0300 - HUMAN SERVICES US BANK	CIVIL SERVICE	5,159.16
TOTAL FOR 0230 - 0300 - HUMAN SERVICES	CIVIL SERVICE	
	ACH PMT NO 80070346	4,930.00
KOFF & ASSOCIATES	PROFESSIONAL SERVICES	
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO 80070405	229.16
TOTAL FOR 0100 - 0230 - CIVIL SERVICE	GENERAL FUND	108,269.47
WOLFE ARCHITECTURAL GROUP PS	GRANT CASH PASS THRU ACCOUNT CHECK NO 00565564	8,225.00
	TRAVEL CARD ADVANCE PYMT ACH PMT NO 80070296	32,997.82
STANTEC CONSULTING SERVICES	GRANT CASH PASS THRU ACCOUNT ACH PMT NO 80070367	607.00
SPOKANE INT'L AIRPORT AIRPORT PARKING TICKETS	DEPOSIT-AIRPORT PARK VIOLATION ACH PMT NO 80070291	472.85
SERGEY N SINYAKOV 4701 W MORNING LANE	PERMIT REFUNDS PAYABLE CHECK NO 00565554	2,425.00
JOHN THAYER 507 S HOWARD ST 32	DEPOSIT - RESTITUTION CHECK NO 00565521	25.00
INLAND EMPIRE HOMES LLC ATTN RANDALL PALAZZO	PERMIT REFUNDS PAYABLE CHECK NO 00565552	6,167.00
GLENN BIRCH 824 E DALTON AVE	DEPOSIT - RESTITUTION CHECK NO 00565303	250.00
	DEPOSIT - RESTITUTION CHECK NO 00565522	37.50
	CHECK NO 00565301	1,000.00
DIMITRI RAMON PEREZ CHACON 1009 S MONROE ST APT 4		

2,976.66

TOTAL FOR 0320 - COUNCIL

0220		AFFAIRS/COMMUNICATIONS
0330 -	POBLIC	AFFAIRS/COMMUNICATIONS

CHAPTER & VERSE INC	CONTRACTUAL SERVICES ACH PMT NO 80070112	425.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO 80070185	6.78
QUINN GROUP	CONTRACTUAL SERVICES ACH PMT NO 80070134	11,786.19
TOTAL FOR 0330 -	PUBLIC AFFAIRS/COMMUNICATIONS	12,217.97
0350 - COMMUNITY CENTERS		
	CONTRACTUAL SERVICES ACH PMT NO 80070129	6,647.57
SOUTHWEST SPOKANE COMMUNITY CENTER	CONTRACTUAL SERVICES ACH PMT NO. – 80070211	12,366.82
WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION INC	CONTRACTUAL SERVICES ACH PMT NO 80070383	30,783.34
TOTAL FOR 0350 -	COMMUNITY CENTERS	49,797.73
0370 - ENGINEERING SERVICES		
ARAMARK UNIFORM SERVICES		27.12
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO 80070405	784.56
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO 80070185	9.48
US DOSIMETRY TECHNOLOGY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80070298	929.33
TOTAL FOR 0370 -	ENGINEERING SERVICES	1,750.49
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 5
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
0410 - FINANCE		
GREATER SPOKANE INC	REGISTRATION/SCHOOLING ACH PMT NO 80070189	55.00
TOTAL FOR 0410 -	FINANCE	55.00

0430 - GRANTS MANAGEMENT

GREATER SPOKANE INC	REGISTRATION/SCHOOLING ACH PMT NO 80070189	55.00
TOTAL FOR 0430 -	- GRANTS MANAGEMENT	55.00
0450 - COMM & NEIGHBHD SVCS DIVIS		
SPOKANE REGIONAL HEALTH DIST		37,400.00
TOTAL FOR 0450 -	- COMM & NEIGHBHD SVCS DIVISION	37,400.00
0500 - LEGAL		
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO 80070236	700.94
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO 80070236	56.51
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO 80070405	372.42
ELIZABETH SCHOEDEL	OTHER TRANSPORTATION EXPENSES ACH PMT NO 80070169	177.48
ELIZABETH SCHOEDEL	PER DIEM ACH PMT NO 80070169	60.00
HALEY DAY	CLE TRAVEL ACH PMT NO 80070164	141.48
MARGARET HARRINGTON	LODGING ACH PMT NO 80070166	212.50
MARGARET HARRINGTON	OTHER TRANSPORTATION EXPENSES ACH PMT NO 80070166	177.48
MARGARET HARRINGTON	PER DIEM ACH PMT NO 80070166	60.00
MARY MURAMATSU	OTHER TRANSPORTATION EXPENSES CHECK NO 00565310	177.48
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 6
PROCESSING OF VOUCHERS RES	SULTS IN CLAIMS AS FOLLOWS:	
MARY MURAMATSU	PER DIEM Check no. – 00565310	60.00
MATTHEW FOLSOM	OTHER TRANSPORTATION EXPENSES ACH PMT NO 80070165	177.48
MATTHEW FOLSOM	PER DIEM ACH PMT NO 80070165	60.00
MICHAEL C ORMSBY	LODGING ACH PMT NO 80070167	378.84
MICHAEL C ORMSBY	OTHER TRANSPORTATION EXPENSES ACH PMT NO 80070167	177.48

MICHAEL C ORMSBY	PER DIEM ACH PMT NO 80070167	60.00
PATRICK J DALTON	OTHER TRANSPORTATION EXPENSES ACH PMT NO 80070163	177.48
PATRICK J DALTON	PER DIEM ACH PMT NO 80070163	60.00
PICCOLO, MICHAEL J	OTHER TRANSPORTATION EXPENSES ACH PMT NO 80070168	177.48
PICCOLO, MICHAEL J	PER DIEM ACH PMT NO 80070168	60.00
SALVATORE J FAGGIANO	OTHER TRANSPORTATION EXPENSES CHECK NO 00565299	237.48
THYSSENKRUPP ELEVATOR CORP THYSSEN SOUND ELEVATOR	PROFESSIONAL SERVICES ACH PMT NO 80070149	139.03
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO 00565577	22.29
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO 00565577	0.69-
TOTAL FOR 0500 -	- LEGAL	3,923.16
520 - MAYOR		
	OTHER TRANSPORTATION EXPENSES ACH PMT NO 80070393	77.48
	OTHER TRANSPORTATION EXPENSES ACH PMT NO 80070393	77.48
CHARLIE WOLFF TOTAL FOR 0520 -	OTHER TRANSPORTATION EXPENSES ACH PMT NO 80070393	
CHARLIE WOLFF TOTAL FOR 0520 - 550 - NEIGHBORHOOD SERVICES LESLEY QUICK	OTHER TRANSPORTATION EXPENSES ACH PMT NO 80070393	
CHARLIE WOLFF TOTAL FOR 0520 - 550 - NEIGHBORHOOD SERVICES LESLEY QUICK	OTHER TRANSPORTATION EXPENSES ACH PMT NO 80070393 - MAYOR PROMOTIONAL SUPPLIES	77.48
CHARLIE WOLFF TOTAL FOR 0520 - 550 - NEIGHBORHOOD SERVICES LESLEY QUICK 2235 W CLARKE AVE HONORABLE MAYOR AND COUNCIL MEMBERS	OTHER TRANSPORTATION EXPENSES ACH PMT NO 80070393 - MAYOR PROMOTIONAL SUPPLIES	77.48 489.90 10/21/19
CHARLIE WOLFF TOTAL FOR 0520 - 550 - NEIGHBORHOOD SERVICES LESLEY QUICK 2235 W CLARKE AVE HONORABLE MAYOR AND COUNCIL MEMBERS	OTHER TRANSPORTATION EXPENSES ACH PMT NO 80070393 - MAYOR - PROMOTIONAL SUPPLIES CHECK NO 00565306 SULTS IN CLAIMS AS FOLLOWS:	77.48 489.90 10/21/19
CHARLIE WOLFF TOTAL FOR 0520 - 550 - NEIGHBORHOOD SERVICES LESLEY QUICK 2235 W CLARKE AVE HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES LOGAN NEIGHBORHOOD COUNCIL	OTHER TRANSPORTATION EXPENSES ACH PMT NO 80070393 - MAYOR - MAYOR - PROMOTIONAL SUPPLIES CHECK NO 00565306 SULTS IN CLAIMS AS FOLLOWS: OPERATING SUPPLIES CHECK NO 00565305 PROMOTIONAL SUPPLIES	77.48 489.90 10/21/19 PAGE 7
CHARLIE WOLFF TOTAL FOR 0520 - 550 - NEIGHBORHOOD SERVICES LESLEY QUICK 2235 W CLARKE AVE HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES LOGAN NEIGHBORHOOD COUNCIL 516 E MONTGOMERY AVE ROCKWOOD NEIGHBORHOOD COUNCIL	OTHER TRANSPORTATION EXPENSES ACH PMT NO 80070393 - MAYOR - MAYOR - PROMOTIONAL SUPPLIES CHECK NO 00565306 SULTS IN CLAIMS AS FOLLOWS: OPERATING SUPPLIES CHECK NO 00565305 PROMOTIONAL SUPPLIES	77.48 489.90 10/21/19 PAGE 7 129.08
CHARLIE WOLFF TOTAL FOR 0520 - 550 - NEIGHBORHOOD SERVICES LESLEY QUICK 2235 W CLARKE AVE HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES LOGAN NEIGHBORHOOD COUNCIL 516 E MONTGOMERY AVE ROCKWOOD NEIGHBORHOOD COUNCIL 1115 E CHRISTMAS TREE LN SANDRA GILL	OTHER TRANSPORTATION EXPENSES ACH PMT NO 80070393 - MAYOR - MAYOR - PROMOTIONAL SUPPLIES CHECK NO 00565306 SULTS IN CLAIMS AS FOLLOWS: OPERATING SUPPLIES CHECK NO 00565305 PROMOTIONAL SUPPLIES CHECK NO 00565308 OPERATING SUPPLIES	77.48 489.90 10/21/19 PAGE 7 129.08 250.00
CHARLIE WOLFF TOTAL FOR 0520 - 550 - NEIGHBORHOOD SERVICES LESLEY QUICK 2235 W CLARKE AVE HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES LOGAN NEIGHBORHOOD COUNCIL 516 E MONTGOMERY AVE ROCKWOOD NEIGHBORHOOD COUNCIL 1115 E CHRISTMAS TREE LN SANDRA GILL 3823 N NORMANDIE ST TAYLOR PHILLIPS	OTHER TRANSPORTATION EXPENSES ACH PMT NO 80070393 - MAYOR - MAYOR - PROMOTIONAL SUPPLIES CHECK NO 00565306 SULTS IN CLAIMS AS FOLLOWS: OPERATING SUPPLIES CHECK NO 00565305 PROMOTIONAL SUPPLIES CHECK NO 00565308 OPERATING SUPPLIES CHECK NO 00565307 OPERATING SUPPLIES	77.48 489.90 10/21/19 PAGE 7 129.08 250.00 143.72
CHARLIE WOLFF TOTAL FOR 0520 - 550 - NEIGHBORHOOD SERVICES LESLEY QUICK 2235 W CLARKE AVE HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES LOGAN NEIGHBORHOOD COUNCIL 516 E MONTGOMERY AVE ROCKWOOD NEIGHBORHOOD COUNCIL 1115 E CHRISTMAS TREE LN SANDRA GILL 3823 N NORMANDIE ST TAYLOR PHILLIPS 1828 W CHELAN AVE TAYLOR PHILLIPS	OTHER TRANSPORTATION EXPENSES ACH PMT NO 80070393 - MAYOR - MAYOR - PROMOTIONAL SUPPLIES CHECK NO 00565306 - SULTS IN CLAIMS AS FOLLOWS: OPERATING SUPPLIES CHECK NO 00565305 - PROMOTIONAL SUPPLIES CHECK NO 00565308 OPERATING SUPPLIES CHECK NO 00565307 OPERATING SUPPLIES CHECK NO 00565309 - PROFESSIONAL SERVICES	77.48 489.90 10/21/19 PAGE 7 129.08 250.00 143.72 78.88
CHARLIE WOLFF TOTAL FOR 0520 - 550 - NEIGHBORHOOD SERVICES LESLEY QUICK 2235 W CLARKE AVE HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES LOGAN NEIGHBORHOOD COUNCIL 516 E MONTGOMERY AVE ROCKWOOD NEIGHBORHOOD COUNCIL 1115 E CHRISTMAS TREE LN SANDRA GILL 3823 N NORMANDIE ST TAYLOR PHILLIPS 1828 W CHELAN AVE TAYLOR PHILLIPS 1828 W CHELAN AVE	OTHER TRANSPORTATION EXPENSES ACH PMT NO 80070393 - MAYOR - MAYOR - PROMOTIONAL SUPPLIES CHECK NO 00565306 SULTS IN CLAIMS AS FOLLOWS: OPERATING SUPPLIES CHECK NO 00565305 PROMOTIONAL SUPPLIES CHECK NO 00565308 OPERATING SUPPLIES CHECK NO 00565307 OPERATING SUPPLIES CHECK NO 00565309 PROFESSIONAL SERVICES CHECK NO 00565309 CELL PHONE	77.48 489.90 10/21/19 PAGE 7 129.08 250.00 143.72 78.88 300.00

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES

1,450.17

0560	-	MUNICIPAL	COURT

0560 - MUNICIPAL COURT		
ADMINISTRATIVE OFFICE OF THE COURTS	REGISTRATION/SCHOOLING CHECK NO 00565536	75.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO 80070405	931.38
DMCMA TREASURER	REGISTRATION/SCHOOLING	100.00
C/O JUDY LY	CHECK NO 00565516	100.00
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO 80070285	488.75
SPOKANE COUNTY TREASURER	JURY COSTS ACH PMT NO 80070144	559.99
SPOKANE COUNTY TREASURER	PARKING/TOLLS (LOCAL) ACH PMT NO 80070144	82.00
UNIVERSAL PROTECTION SERVICE DBA ALLIED UNIVERSAL SECURITY		209.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO 00565577	222.49
VERIZON WIRELESS	CELL PHONE ACH PMT NO 80070218	732.94
TOTAL FOR 0560	- MUNICIPAL COURT	3,401.55
0580 - OFFICE OF YOUTH		
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 8
PROCESSING OF VOUCHERS RE	SULTS IN CLAIMS AS FOLLOWS:	
CHASE YOUTH FOUNDATION	CONTRACTUAL SERVICES ACH PMT NO 80070113	11,250.00
TOTAL FOR 0580	- OFFICE OF YOUTH	11,250.00
0620 - HUMAN RESOURCES		
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO 80070354	627.00
TOTAL FOR 0620	- HUMAN RESOURCES	627.00
0680 - POLICE		
ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba		3,055.41
CAMTEK INC	BUILDING REPAIRS/MAINTENANCE	1 131 80

CAMTER INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO 80070240	1,434.80

CENTURYLINK	ALARM/SECURITY SERVICES CHECK NO 00565513	235.67
CENTURYLINK	TELEPHONE CHECK NO 00565513	473.06
CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO 80070327	1,143.85
CONTRACT DESIGN ASSOCIATES INC	PROFESSIONAL SERVICES ACH PMT NO 80070327	378.44
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO 80070328	7,979.21
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO 80070330	102.00
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO 80070337	40.71
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO 80070338	336.51
GALLS LLC	CLOTHING ACH PMT NO 80070339	1,150.88
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO 80070341	71.00
PORAC LEGAL DEFENSE FUND C/O FIVE STAR BANK	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO 00565510	135.00
SENSKE PEST CONTROL SENSKE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO 80070140	2,478.58
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 9
PROCESSING OF VOUCHERS RES	GULTS IN CLAIMS AS FOLLOWS:	
SOUTHERN POLICE INSTITUTE	REGISTRATION/SCHOOLING CHECK NO 00565562	2,590.00
SPOKANE POLICE DEPARTMENT IMPREST FUND	OPERATING SUPPLIES CHECK NO 00565559	56.63
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO 00565577	161.85
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO 00565577	34.24-
US BANK POLICE ADVANCE TRAVEL	PER DIEM ACH PMT NO 80070373	5,648.75
VERIZON WIRELESS	CELL PHONE ACH PMT NO 80070432	14,132.42
VERIZON WIRELESS	MOBILE BROADBAND ACH PMT NO 80070432	15,199.23
WA STATE CRIMINAL JUSTICE TRAINING COMMISSION	REGISTRATION/SCHOOLING ACH PMT NO 80070377	600.00

0690 - PROBATION SERVICES _____ COPIERS NORTHWEST INC OPERATING RENTALS/LEASES 420.17 ACH PMT NO. - 80070405 JRM ENTERPRISES INC INTERPRETER COSTS DBA PROFESSIONAL LANGUAGE ACH PMT NO. - 80070198 323.50 -----TOTAL FOR 0690 - PROBATION SERVICES 743.67 0700 - PUBLIC DEFENDER _____ ARAMARK UNIFORM SERVICES LAUNDRY/JANITORIAL SERVICES AUS WEST LOCKBOX ACH PMT NO. - 80070234 29.64 AVISTA UTILITIES UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80070236 700.95 AVISTA UTILITIES UTILITY NATURAL GAS ACH PMT NO. - 80070236 56.52 A-1 SERVICE LAUNDRY/JANITORIAL SERVICES 660.00 CHECK NO. - 00565511 COPIERS NORTHWEST INC OPERATING RENTALS/LEASES ACH PMT NO. - 80070405 317.93 HONORABLE MAYOR 10/21/19 PAGE 10 AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS: FIKES NORTHWEST INC/DIV OF OPERATING SUPPLIES VIKING LOGIC INC ACH PMT NO. - 80070337 6.78 LARRY TANGEN LEGAL SERVICES ACH PMT NO. - 80070370 1,992.25 MATTHEW BENDER & CO INC PUBLICATIONS DBA LEXIS NEXIS MATTHEW BENDER ACH PMT NO. - 80070347 31.85 PROVOST PROFESSIONAL LEGAL SERVICES INVESTIGATIONS ACH PMT NO. - 80070359 1,042.29 _____ TOTAL FOR 0700 - PUBLIC DEFENDER 4.838.21 0750 - ECONOMIC DEVELOPMENT ------BRICKYARD BARBERSHOP LLC CONTRACTUAL SERVICES 2,995.75 ACH PMT NO. - 80070110 TEN TALENTS LLC CONTRACTUAL SERVICES ACH PMT NO. - 80070148 37,722.11 -----TOTAL FOR 0750 - ECONOMIC DEVELOPMENT 40,717.86

0860 - TREASURY SERVICES

CORPORATE TRUST DEPARTMENT	ACH PMT NO 80070398	250.00
GREATER SPOKANE INC	REGISTRATION/SCHOOLING ACH PMT NO 80070189	110.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO 80070266	1,578.74
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO 00565577	2,694.69
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO 00565577	736.00
TOTAL FOR 0860	- TREASURY SERVICES	3,897.43
970 - INTERNAL SERVICE CHARGES		
OFFICE OF STATE AUDITOR WASHINGTON STATE		2,479.47
TOTAL FOR 0970	- INTERNAL SERVICE CHARGES	2,479.47
1100 - STREET FUND		
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 11
PROCESSING OF VOUCHERS RE	SULTS IN CLAIMS AS FOLLOWS:	
AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO 80070235	34.26
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO 80070236	181,828.33
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO 80070405	510.43
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80070194	176,930.78
NORCO INC	OPERATING SUPPLIES ACH PMT NO 80070272	7.84
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO 80070354	195.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO 00565311	531.17
SALT DISTRIBUTORS INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO 00565336	25,940.40
SARGENT ENGINEERS INC	STRUCTURE REPAIRS/MAINTENANCE ACH PMT NO 80070139	3,355.00
SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80070207	15,838.14
SHANE KELLEY	PERMITS/OTHER FEES CHECK NO 00565539	102.00
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO 80070364	81.72

TRAFFIC SAFETY SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80070214	16,667.15
WALL AND COMPANY LLC	CONTRACTUAL SERVICES ACH PMT NO 80070433	509.18
WESTERN STATES ASPHALT LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80070220	1,319.87
	MACHINERY/EQUIPMENT CHECK NO 00565340	27,821.55
TOTAL FOR 1100 -	STREET FUND	451,672.82
1200 - CODE ENFORCEMENT FUND		
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES		382.30
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO 80070354	272.50
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 12
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO 00565311	43.63
VERIZON WIRELESS	CELL PHONE ACH PMT NO 80070299	59.58
	CONTRACTUAL SERVICES ACH PMT NO 80070159	460.20
TOTAL FOR 1200 -	CODE ENFORCEMENT FUND	1,218.21
1300 - LIBRARY FUND		
	STATE AUDIT CHARGES CHECK NO 00565311	1,652.33
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES Check no. – 00565577	172.52
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. – 00565577	15.06-
TOTAL FOR 1300 -	LIBRARY FUND	1,809.79
1350 - PENSION CONTRIBUTIONS FUND		
OFFICE OF STATE AUDITOR WASHINGTON STATE		195.40
TOTAL FOR 1350 -	PENSION CONTRIBUTIONS FUND	195.40

1360 - MISCELLANEOUS GRANTS FUND

ABSOLUTE DRUG TESTING LLC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO 80070105	3,210.00-
ABSOLUTE DRUG TESTING LLC		3,210.00
ALTA SCIENCE & ENGINEERING INC	CONTRACTUAL SERVICES ACH PMT NO 80070315	52,442.22
ALTA SCIENCE & ENGINEERING INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO 80070315	52,442.22
STANTEC CONSULTING SERVICES	GRANT CASH PASS THRU ACCOUNT ACH PMT NO 80070367	607.00
STANTEC CONSULTING SERVICES	OTHER CAPITALIZED COSTS ACH PMT NO 80070367	607.00
WOLFE ARCHITECTURAL GROUP PS	BUILDING CONSTRUCTION CHECK NO 00565564	8,225.00
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 13
PROCESSING OF VOUCHERS RE	SULTS IN CLAIMS AS FOLLOWS:	
WOLFE ARCHITECTURAL GROUP PS	GRANT CASH PASS THRU ACCOUNT CHECK NO 00565564	8,225.00-
TOTAL FOR 1360	- MISCELLANEOUS GRANTS FUND	0.00
380 - TRAFFIC CALMING MEASURES		
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO 80070236	124.77
BACON CONCRETE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80070397	165,055.19
CHRISTOPHER JEWSBURY 5220 N STEVENS ST	SCHOOL ZONE SPEED CAMERA FINE CHECK NO 00565541	234.00
DAVID COLLINS 3905 W PENINSULA DR	SCHOOL ZONE SPEED CAMERA FINE CHECK NO 00565542	20.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO 00565311	85.37
WAYNE FOSS 327-1/2 2ND AVE D4	PHOTO RED FINES CHECK NO 00565540	54.00
TOTAL FOR 1380	- TRAFFIC CALMING MEASURES	165,573.33
400 - PARKS AND RECREATION FUNE		

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO 80070170	379.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO 80070405	315.34
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO 80070266	612.19
OCCUPATIONAL MEDICINE	MEDICAL SERVICES	

ASSOCIATES PS	ACH PMT NO 80070354	245.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO 00565311	756.92
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO 00565577	292.51
TOTAL FOR 1400 -	PARKS AND RECREATION FUND	2,600.96
1450 - UNDER FREEWAY PARKING FUND		
AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO 80070235	2,617.07
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 14
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO 00565311	3.79
TOTAL FOR 1450 -	UNDER FREEWAY PARKING FUND	2,620.86
1460 - PARKING METER REVENUE FUND		
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO 80070405	271.33
COPIERS NORTHWEST INC DUNCAN PARKING TECHNOLOGIES INC	ACH PMT NO 80070405	271.33 4,647.50
DUNCAN PARKING TECHNOLOGIES INC	ACH PMT NO 80070405 CONTRACTUAL SERVICES	
DUNCAN PARKING TECHNOLOGIES INC GALLS LLC	ACH PMT NO 80070405 CONTRACTUAL SERVICES ACH PMT NO 80070334 OPERATING SUPPLIES	4,647.50
DUNCAN PARKING TECHNOLOGIES INC GALLS LLC	ACH PMT NO 80070405 CONTRACTUAL SERVICES ACH PMT NO 80070334 OPERATING SUPPLIES ACH PMT NO 80070188 CONTRACTUAL SERVICES	4,647.50 205.82
DUNCAN PARKING TECHNOLOGIES INC GALLS LLC LOOMIS ARMORED US INC OFFICE OF STATE AUDITOR	ACH PMT NO 80070405 CONTRACTUAL SERVICES ACH PMT NO 80070334 OPERATING SUPPLIES ACH PMT NO 80070188 CONTRACTUAL SERVICES ACH PMT NO 80070266 STATE AUDIT CHARGES	4,647.50 205.82 1,796.64
DUNCAN PARKING TECHNOLOGIES INC GALLS LLC LOOMIS ARMORED US INC OFFICE OF STATE AUDITOR WASHINGTON STATE PARKEON INC	ACH PMT NO 80070405 CONTRACTUAL SERVICES ACH PMT NO 80070334 OPERATING SUPPLIES ACH PMT NO 80070188 CONTRACTUAL SERVICES ACH PMT NO 80070266 STATE AUDIT CHARGES CHECK NO 00565311 CONTRACTUAL SERVICES	4,647.50 205.82 1,796.64 94.85
DUNCAN PARKING TECHNOLOGIES INC GALLS LLC LOOMIS ARMORED US INC OFFICE OF STATE AUDITOR WASHINGTON STATE PARKEON INC DBA FLOWBIRD INC RANDY HOISINGTON 2802 N PERRY ST US BANK	ACH PMT NO 80070405 CONTRACTUAL SERVICES ACH PMT NO 80070334 OPERATING SUPPLIES ACH PMT NO 80070188 CONTRACTUAL SERVICES ACH PMT NO 80070266 STATE AUDIT CHARGES CHECK NO 00565311 CONTRACTUAL SERVICES ACH PMT NO 80070131 PERMITS/OTHER FEES	4,647.50 205.82 1,796.64 94.85 570.00
DUNCAN PARKING TECHNOLOGIES INC GALLS LLC LOOMIS ARMORED US INC OFFICE OF STATE AUDITOR WASHINGTON STATE PARKEON INC DBA FLOWBIRD INC RANDY HOISINGTON 2802 N PERRY ST US BANK TREASURY MANAGEMENT SERVICES	ACH PMT NO 80070405 CONTRACTUAL SERVICES ACH PMT NO 80070334 OPERATING SUPPLIES ACH PMT NO 80070188 CONTRACTUAL SERVICES ACH PMT NO 80070266 STATE AUDIT CHARGES CHECK NO 00565311 CONTRACTUAL SERVICES ACH PMT NO 80070131 PERMITS/OTHER FEES CHECK NO 00565304 BANK FEES	4,647.50 205.82 1,796.64 94.85 570.00 1,646.57

1500 - PATHS AND TRAILS RESERVE FUND

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	CHECK NO 00565311	3.79

3.79

	CENTE MIDIE CUADCEC	
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. – 00565311	9.49
VERIZON WIRELESS	CELL PHONE ACH PMT NO 80070432	50.41
TOTAL FOR 1510	- SPOKANE REG EMERG COM SYS	59.90
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 15
PROCESSING OF VOUCHERS R	ESULTS IN CLAIMS AS FOLLOWS:	
1560 - FORFEITURES & CONTRIBUTI		
CRAIG MEIDL OR JUSTIN LUNDGRE CRAIG MEIDL TRUSTEE	N CONFIDENTIAL FUNDS CHECK NO 00565533	2,750.00
TIFFIN METAL PRODUCTS CO	OTHER IMPROVEMENTS CHECK NO 00565560	4,963.00
WA STATE DEPT OF REVENUE	OTHER IMPROVEMENTS -	441.71
WUTKE LLC DBA IDAHO FENCE	BUILDING CONSTRUCTION ACH PMT NO 80070435	2,095.56
TOTAL FOR 1560	- FORFEITURES & CONTRIBUTION FND	10,250.27
1570 - INTERMODAL FACILITY OPER	-	
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES	81.57
TOTAL FOR 1570	- INTERMODAL FACILITY OPERATION	81.57
1590 - HOTEL/MOTEL TAX FUND		
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO 00565311	1.90
OFFICE OF STATE AUDITOR WASHINGTON STATE	CHECK NO 00565311	
OFFICE OF STATE AUDITOR WASHINGTON STATE TOTAL FOR 1590 1610 - REAL ESTATE EXCISE TAX F	CHECK NO 00565311 - HOTEL/MOTEL TAX FUND	
OFFICE OF STATE AUDITOR WASHINGTON STATE TOTAL FOR 1590	CHECK NO 00565311 - HOTEL/MOTEL TAX FUND	1.90
OFFICE OF STATE AUDITOR WASHINGTON STATE TOTAL FOR 1590 1610 - REAL ESTATE EXCISE TAX F OFFICE OF STATE AUDITOR WASHINGTON STATE	CHECK NO 00565311 - HOTEL/MOTEL TAX FUND 	1.90
OFFICE OF STATE AUDITOR WASHINGTON STATE TOTAL FOR 1590 1610 - REAL ESTATE EXCISE TAX F OFFICE OF STATE AUDITOR WASHINGTON STATE TOTAL FOR 1610 1630 - COMBINED COMMUNICATIONS	CHECK NO 00565311 - HOTEL/MOTEL TAX FUND 	1.90 1.90 204.88 204.88
OFFICE OF STATE AUDITOR WASHINGTON STATE TOTAL FOR 1590 1610 - REAL ESTATE EXCISE TAX F OFFICE OF STATE AUDITOR WASHINGTON STATE	CHECK NO 00565311 - HOTEL/MOTEL TAX FUND 	1.90

	ACH PMT NO 80070336	37.78
	STATE AUDIT CHARGES CHECK NO 00565311	75.88
TOTAL FOR 1630 -	COMBINED COMMUNICATIONS CENTER	529.08
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 16
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
1640 - COMMUNICATIONS BLDG M&O FU	ND	
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80070114	5,624.59
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80070117	2,035.00
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO 80070336	106.96
LEGACY TELECOMMUNICATIONS INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80070265	5,528.41
WESTERN STATES EQUIPMENT CO	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80070304	159.84
TOTAL FOR 1640 -	COMMUNICATIONS BLDG M&O FUND	13,454.80
1680 - CD/HS OPERATIONS		
OFFICE OF STATE AUDITOR WASHINGTON STATE		580.50
TOTAL FOR 1680 -	CD/HS OPERATIONS	580.50
1690 - COMM DEVELOPMENT BLOCK GRA	NTS	
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW		198.25
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	GRANT CASH PASS THRU ACCOUNT ACH PMT NO 80070180	198.25-
TOTAL FOR 1690 -	COMM DEVELOPMENT BLOCK GRANTS	0.00
1695 - CDBG REVOLVING LOAN FUND		
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO 80070180	186.83
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	GRANT CASH PASS THRU ACCOUNT ACH PMT NO 80070180	186.83-
TOTAL FOR 1695 -	CDBG REVOLVING LOAN FUND	0.00

1910 - CRIMINAL JUSTICE ASSISTANCE FD

ALCOHOL MONITORING SYSTEMS INC	PROFESSIONAL SERVICES ACH PMT NO 80070313	16,871.67
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 17
PROCESSING OF VOUCHERS RES	GULTS IN CLAIMS AS FOLLOWS:	
OFFICE OF STATE AUDITOR WASHINGTON STATE		106.23
SPOKANE COUNTY TREASURER	COUNTY JAIL COSTS ACH PMT NO 80070144	382,944.44
WA STATE DEPT OF CORRECTIONS SPOKANE WORK CREW		576.00
TOTAL FOR 1910 -	· CRIMINAL JUSTICE ASSISTANCE FD	400,498.34
920 - FINANCIAL PARTNERSHIP FUND		
OFFICE OF STATE AUDITOR WASHINGTON STATE		37.94
TOTAL FOR 1920 -	- FINANCIAL PARTNERSHIP FUND	37.94
940 - CHANNEL FIVE EQUIPMENT RES		
OFFICE OF STATE AUDITOR WASHINGTON STATE		3.79
TOTAL FOR 1940 -	- CHANNEL FIVE EQUIPMENT RESERVE	3.79
950 - PARK CUMULATIVE RESERVE FU		
OFFICE OF STATE AUDITOR WASHINGTON STATE		26.56
TOTAL FOR 1950 -	- PARK CUMULATIVE RESERVE FUND	26.56
1970 - FIRE/EMS FUND		
ALSCO DIVISION OF ALSCO INC		322.30
BENJAMIN SUMMERS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO 80070436	281.03
CAMTEK INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80070240	201.47
CAMTEK INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80070240	191.28
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO 80070243	3,433.57
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80070245	2,325.81

HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 18
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO 80070405	1,820.98
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80070117	2,340.00
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO 80070336	758.73
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80070253	435.14
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80070253	14.57
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO 80070185	4.25
FRANCIS AVENUE HARDWARE dba ACE ON FRANCIS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80070410	40.28
GALLS LLC	CLOTHING ACH PMT NO 80070256	111.08
GENERAL FIRE PROTECTION SYSTEMS INC	BUILDING REPAIRS/MAINTENANCE CHECK NO 00565300	212.36
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80070412	537.11
JEFFREYS APPLIANCE SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO 00565574	38.06
L N CURTIS & SONS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80070264	64.81
LEGACY TELECOMMUNICATIONS INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80070265	3,741.05
MR CAR WASH DEPT #880266	VEHICLE REPAIRS/MAINT ACH PMT NO 80070420	88.00
MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80070421	9,241.73
NATIONSERVE OVERHEAD DOOR CORPORATION	BUILDING REPAIRS/MAINTENANCE CHECK NO 00565534	155.73
NORCO INC	OPERATING SUPPLIES ACH PMT NO 80070424	11.11
NORCO INC	SAFETY SUPPLIES ACH PMT NO 80070272	177.90
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO 00565311	1,068.04
PACIFIC NW EMERGENCY EQUIPMENT dba GENERAL FIRE APPARATUS		871.20
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 19

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FROCEDSING OF VOOCHERS RE	SOUIS IN CLAINS AS FOLLOWS:	
PACIFIC POWER GROUP LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80070425	28.10
PATRIOT FIRE PROTECTION INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80070281	1,323.14
PATRIOT FIRE PROTECTION INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80070281	564.10
POWER MACHINE SERVICE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80070282	301.83
POWER MACHINE SERVICE INC	VEHICLE REPAIRS/MAINT ACH PMT NO 80070282	777.54
	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO 00565575	89.84
SWANSON'S REFRIGERATION & RESTAURANT REPAIR	REPAIR & MAINTENANCE SUPPLIES CHECK NO 00565575	286.10
UNIFIRE POWER BLOWERS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80070431	150.82
UNIFIRE POWER BLOWERS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80070431	328.59
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. – 00565577	176.03
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO 00565577	25.64-
VERIZON WIRELESS	CELL PHONE ACH PMT NO 80070432	20.01
TOTAL FOR 1970	- FIRE/EMS FUND	32,508.05
1980 - DEFINED CONTRIBUTION ADMI		
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO 00565311	1.90
TOTAL FOR 1980	- DEFINED CONTRIBUTION ADMIN FND	1.90
1990 - TRANSPORTATION BENEFIT FU	ND	
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO 00565311	56.91
TOTAL FOR 1990	- TRANSPORTATION BENEFIT FUND	56.91
3200 - ARTERIAL STREET FUND		
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 20
DROCESSING OF VOUCHERS RE	SULTS IN CLAIMS AS FOLLOWS:	

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

	ACH PMT NO 80070312	6,370.74
CAMERON-REILLY LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80070401	211,517.23
KPFF CONSULTING ENGINEERS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80070125	1,019.87
	STATE AUDIT CHARGES CHECK NO 00565311	1,052.86
T LARIVIERE EQUIPMENT & EXCAVATION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80070429	247,665.60
TOTAL FOR 3200 -	ARTERIAL STREET FUND	467,626.30
3502 - UNIVERSITY DISTRICT LRF		
UNIV DIST PUBLIC DEV AUTHORITY		17,500.00
TOTAL FOR 3502 -	UNIVERSITY DISTRICT LRF	17,500.00
4100 - WATER DIVISION		
ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80070171	935.45
AZTECA SYSTEMS INC	OTHER MISC CHARGES ACH PMT NO 80070396	200.00
CENTURYLINK	TELEPHONE CHECK NO 00565331	818.00
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL		3,145.64
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER ACH PMT NO 80070178	3,361.05
	OPERATING RENTALS/LEASES ACH PMT NO 80070405	453.20
DELTA BUSINESS TRAINING LLC	REGISTRATION/SCHOOLING ACH PMT NO 80070115	840.00
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80070184	600.15
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO 80070185	50.89
	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80070191	295.02
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 21
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
	CONTRACTUAL SERVICES ACH PMT NO 80070342	7,225.21
HYDRO CONSULTING & MAINTENANCE SERVICES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80070192	177,086.74

K & L GATES LLP	CONTRACTUAL SERVICES ACH PMT NO 80070123	8,970.50
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES		65.00
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO 80070354	919.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO 00565311	931.45
OLYMPIC FOUNDRY INC	INVENTORY PURCHASES FOR WATER ACH PMT NO 80070275	8,058.60
ROGUE HEART MEDIA INC	CONTRACTUAL SERVICES ACH PMT NO 80070138	9,752.65
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80070209	3.04
SPOKANE CITY TREASURER	REFUNDS CHECK NO 00565558	16.00
SPOKANE COUNTY TREASURER	PERMITS/OTHER FEES ACH PMT NO 80070212	226.81
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO 80070213	2,227.50
TRUE SEALS LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80070215	328.12
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO 00565577	38.10
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO 00565577	38.10-
VERIZON WIRELESS	CELL PHONE ACH PMT NO 80070218	3,518.92
TOTAL FOR 4100	- WATER DIVISION	230,028.94
250 - INTEGRATED CAPITAL MANAGEN	MENT	
APOLLO INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80070317	170,195.52
BRANDON BLANKENAGEL	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO 80070162	116.00
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 22
PROCESSING OF VOUCHERS RE	SULTS IN CLAIMS AS FOLLOWS:	
CH2M HILL ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO 00565298	374,681.92
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS	146 662 73

MWH CONSTRUCTORS INC &	CONSTRUCTION OF FIXED ASSETS	
SLAYDEN CONSTRUCTION GROU	JP INC ACH PMT NO 80070128	4,488,319.16

ACH PMT NO. - 80070415

146,662.73

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO 00565311	2,911.97
SPOKANE CITY TREASURER	REFUNDS CHECK NO 00565558	29.53
T LARIVIERE EQUIPMENT & EXCAVATION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80070429	64,616.69
WA STATE DEPT/TRANSPORTATION	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80070378	73.56
TOTAL FOR 4250 -	INTEGRATED CAPITAL MANAGEMENT	5,247,607.08
4300 - SEWER FUND		
	REFUNDS CHECK NO 00565558	35.88
TOTAL FOR 4300 -	SEWER FUND	35.88
4310 - SEWER MAINTENANCE DIVISION		
	OTHER MISC CHARGES ACH PMT NO 80070396	200.00
BACON CONCRETE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO 80070397	935.75
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO 80070405	270.35
DELTA BUSINESS TRAINING LLC	REGISTRATION/SCHOOLING ACH PMT NO 80070115	420.00
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO 80070249	15.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES		195.00
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO 80070354	131.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO 00565311	442.01
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 23
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
PACIFIC PETROLEUM & SUPPLY PACIFIC PETROLEUM DIST INC	CHEMICAL/LAB SUPPLIES ACH PMT NO 80070278	1,421.80
VERIZON WIRELESS	CELL PHONE ACH PMT NO 80070299	2,147.96
TOTAL FOR 4310 -	SEWER MAINTENANCE DIVISION	6,178.87

4320 - RIVERSIDE PARK RECLAMATION FAC

CENTURYLINK

	CHECK NO 00565573	65.90
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80070403	4,352.29
CINTAS CORPORATION NO 3 LOC 606	OPERATING SUPPLIES ACH PMT NO 80070403	114.28
CINTAS CORPORATION NO 3 LOC 606	SAFETY SUPPLIES ACH PMT NO 80070403	892.98
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO 80070404	3,609.39
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO 80070405	1,185.27
DELTA BUSINESS TRAINING LLC	REGISTRATION/SCHOOLING ACH PMT NO 80070115	840.00
HACH COMPANY AMERICAN SIGMA	OPERATING SUPPLIES ACH PMT NO 80070258	3,288.25
HORIZON DISTRIBUTORS	SAFETY SUPPLIES ACH PMT NO 80070416	441.32
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO 80070417	6,355.95
JOHNSON CONTROLS FIRE PROTECTION	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80070263	527.08
NALCO CO	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80070422	1,197.90
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO 80070354	36.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO 00565311	502.72
OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES ACH PMT NO 80070274	6,182.53
PRORATE AND FUEL TAX DEPT OF LICENSING	EXTERNAL TAXES/OPER ASSESSMT CHECK NO 00565578	543.00
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 24
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
SERVPRO OF NORTHEAST SPOKANE	BUILDING REPAIRS/MAINTENANCE CHECK NO 00565337	1,268.75
VERIZON WIRELESS	TELEPHONE ACH PMT NO 80070218	1,277.48
WINSTON & CASHATT PS	LEGAL SERVICES ACH PMT NO 80070158	5,200.00
TOTAL FOR 4320 -	RIVERSIDE PARK RECLAMATION FAC	37,881.09

4330 - STORMWATER

DELTA BUSINESS TRAINING LLC REGISTRATION/

BUSINESS	TRAINING	LLC	REGI	[STRA	ATION	1/5	SCHOOLING	
			ACH	PMT	NO.	-	80070115	

OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO 80070354	65.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO 00565311	166.94
VERIZON WIRELESS	CELL PHONE ACH PMT NO 80070299	420.65
TOTAL FOR 4330 -	STORMWATER	1,072.59
4360 - ENVIRONMENTAL PROGRAMS		
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES CHECK NO 00565311	11.38
TOTAL FOR 4360 -	ENVIRONMENTAL PROGRAMS	11.38
4370 - SEWER CONSTRUCTION FUND		
OFFICE OF STATE AUDITOR		28.46
WA STATE DEPT OF ECOLOGY	INTEREST ON LONG TERM DEBT ACH PMT NO 80070154	143,038.23
WA STATE DEPT OF ECOLOGY	INTERGOVERNMENTAL LOANS ACH PMT NO 80070154	299,302.43
TOTAL FOR 4370 -	SEWER CONSTRUCTION FUND	442,369.12
4480 - SOLID WASTE FUND		
	REFUNDS CHECK NO 00565558	31.86
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 25
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
TOTAL FOR 4480 -	SOLID WASTE FUND	31.86
4490 - SOLID WASTE DISPOSAL		
APPLIED INDUSTRIAL TECHNOLOGIES	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80070109	9,686.33
BANNER FURNACE & FUEL	CHEMICAL/LAB SUPPLIES ACH PMT NO 80070399	196.67
BRANDSAFWAY SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80070287	13,997.98
BROADWAY INDUSTRIAL SUPPLY LLC	OPERATING SUPPLIES ACH PMT NO 80070400	147.02
CABOT NORIT AMERICAS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO 80070239	17,100.00

CHRISTOPHER AVERYT	PARKING/TOLLS (LOCAL) ACH PMT NO 80070307	35.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO 80070405	202.85
CORY DAY	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO 80070308	180.00
DELTA BUSINESS TRAINING LLC	REGISTRATION/SCHOOLING ACH PMT NO 80070115	840.00
DICK IRVIN INC.	CONTRACTUAL SERVICES ACH PMT NO 80070332	6,269.18
DIVCO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80070116	6,991.52
ELJAY OIL CO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO 80070406	753.85
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO 80070406	1,547.25
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO 80070408	147.65
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO 80070408	584.52
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80070408	564.47
GENERAL KINEMATICS CORPORATION	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80070411	1,486.29
		1,100122
GROUP W MARKETING INC KIDS NEWSPAPER		500.00
	ADVERTISING	
KIDS NEWSPAPER HONORABLE MAYOR AND COUNCIL MEMBERS	ADVERTISING	500.00
KIDS NEWSPAPER HONORABLE MAYOR AND COUNCIL MEMBERS	ADVERTISING CHECK NO 00565518	500.00
KIDS NEWSPAPER HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES	ADVERTISING CHECK NO 00565518 SULTS IN CLAIMS AS FOLLOWS: REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80070260	500.00 10/21/19 PAGE 26
KIDS NEWSPAPER HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES HASKINS STEEL CO INC J & T'S LAWN CARE INC	ADVERTISING CHECK NO 00565518 CULTS IN CLAIMS AS FOLLOWS: REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80070260 LANDSCAPE/GROUNDS MAINT	500.00 10/21/19 PAGE 26 756.39
KIDS NEWSPAPER HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES HASKINS STEEL CO INC J & T'S LAWN CARE INC DBA GREENSCAPE K & L GATES LLP	ADVERTISING CHECK NO 00565518 SULTS IN CLAIMS AS FOLLOWS: REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80070260 LANDSCAPE/GROUNDS MAINT ACH PMT NO 80070262 CONTRACTUAL SERVICES ACH PMT NO 80070123 EQUIPMENT REPAIRS/MAINTENANCE	500.00 10/21/19 PAGE 26 756.39 190.58
KIDS NEWSPAPER HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES HASKINS STEEL CO INC J & T'S LAWN CARE INC DBA GREENSCAPE K & L GATES LLP LECCO ENTERPRISES LLC	ADVERTISING CHECK NO 00565518 SULTS IN CLAIMS AS FOLLOWS: REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80070260 LANDSCAPE/GROUNDS MAINT ACH PMT NO 80070262 CONTRACTUAL SERVICES ACH PMT NO 80070123 EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80070251	500.00 10/21/19 PAGE 26 756.39 190.58 8,970.50
KIDS NEWSPAPER HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES HASKINS STEEL CO INC J & T'S LAWN CARE INC DBA GREENSCAPE K & L GATES LLP LECCO ENTERPRISES LLC EASTSIDE ELECTRIC MOTORS LLC	ADVERTISING CHECK NO 00565518 SULTS IN CLAIMS AS FOLLOWS: REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80070260 LANDSCAPE/GROUNDS MAINT ACH PMT NO 80070262 CONTRACTUAL SERVICES ACH PMT NO 80070123 EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80070251 CONTRACTUAL SERVICES	500.00 10/21/19 PAGE 26 756.39 190.58 8,970.50 4,677.26
KIDS NEWSPAPER HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES HASKINS STEEL CO INC J & T'S LAWN CARE INC DBA GREENSCAPE K & L GATES LLP LECCO ENTERPRISES LLC EASTSIDE ELECTRIC MOTORS LLC MCCOY POWER CONSULTANTS INC	ADVERTISING CHECK NO 00565518 SULTS IN CLAIMS AS FOLLOWS: REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80070260 LANDSCAPE/GROUNDS MAINT ACH PMT NO 80070262 CONTRACTUAL SERVICES ACH PMT NO 80070123 EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80070251 CONTRACTUAL SERVICES ACH PMT NO 80070267 LOCAL MILEAGE	500.00 10/21/19 PAGE 26 756.39 190.58 8,970.50 4,677.26 7,218.75
KIDS NEWSPAPER HONORABLE MAYOR AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RES HASKINS STEEL CO INC J & T'S LAWN CARE INC DBA GREENSCAPE K & L GATES LLP LECCO ENTERPRISES LLC EASTSIDE ELECTRIC MOTORS LLC MCCOY POWER CONSULTANTS INC MICHELLE DORGAN	ADVERTISING CHECK NO 00565518 SULTS IN CLAIMS AS FOLLOWS: REPAIR & MAINTENANCE SUPPLIES ACH PMT NO 80070260 LANDSCAPE/GROUNDS MAINT ACH PMT NO 80070262 CONTRACTUAL SERVICES ACH PMT NO 80070123 EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80070251 CONTRACTUAL SERVICES ACH PMT NO 80070267 LOCAL MILEAGE ACH PMT NO 80070390 PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO 80070424 OPERATING RENTALS/LEASES	500.00 10/21/19 PAGE 26 756.39 190.58 8,970.50 4,677.26 7,218.75 88.74

ASSOCIATES PS	ACH PMT NO 80070354	66.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO 00565311	675.35
OIL RE-REFINING CO INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO 80070355	440.00
SCOTT K WINDSOR	LOCAL MILEAGE CHECK NO. – 00565563	57.65
SHERWIN WILLIAMS CO	OPERATING SUPPLIES ACH PMT NO 80070427	359.70
TESTAMERICA LABORATORIES INC DBA EUROFINS TESTAMERICA	CONTRACTUAL SERVICES ACH PMT NO 80070294	172.50
THE FIG TREE/SPOKANE ECUMENICAL MINISTRIES	ADVERTISING CHECK NO 00565517	183.00
TRAVIS REILLY	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO 80070309	174.23
UNIT PROCESS COMPANY	REPAIR & MAINTENANCE SUPPLIES CHECK NO 00565576	1,652.49
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO 00565577	254.82
VERIZON WIRELESS	CELL PHONE ACH PMT NO 80070299	960.35
WA STATE DEPT OF REVENUE	CHEMICAL/LAB SUPPLIES -	1,521.90
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 27
AND COUNCIL MEMBERS	SULTS IN CLAIMS AS FOLLOWS:	
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RE	SULTS IN CLAIMS AS FOLLOWS: REPAIR & MAINTENANCE SUPPLIES -	
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RE	REPAIR & MAINTENANCE SUPPLIES -	PAGE 27
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RE WA STATE DEPT OF REVENUE WATERCO OF THE PACIFIC NORTH WEST, INC	REPAIR & MAINTENANCE SUPPLIES - OPERATING SUPPLIES	PAGE 27 132.28
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RE WA STATE DEPT OF REVENUE WATERCO OF THE PACIFIC NORTH WEST, INC ZAMPELL REFRACTORIES INC	REPAIR & MAINTENANCE SUPPLIES - OPERATING SUPPLIES CHECK NO 00565514 EQUIPMENT REPAIRS/MAINTENANCE	PAGE 27 132.28 232.06
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RE WA STATE DEPT OF REVENUE WATERCO OF THE PACIFIC NORTH WEST, INC ZAMPELL REFRACTORIES INC	REPAIR & MAINTENANCE SUPPLIES - OPERATING SUPPLIES CHECK NO 00565514 EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80070388	PAGE 27 132.28 232.06 625.09
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RE WA STATE DEPT OF REVENUE WATERCO OF THE PACIFIC NORTH WEST, INC ZAMPELL REFRACTORIES INC TOTAL FOR 4490	REPAIR & MAINTENANCE SUPPLIES - OPERATING SUPPLIES CHECK NO 00565514 EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80070388 - SOLID WASTE DISPOSAL	PAGE 27 132.28 232.06 625.09
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RE WA STATE DEPT OF REVENUE WATERCO OF THE PACIFIC NORTH WEST, INC ZAMPELL REFRACTORIES INC TOTAL FOR 4490 4500 - SOLID WASTE COLLECTION	REPAIR & MAINTENANCE SUPPLIES OPERATING SUPPLIES CHECK NO 00565514 EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80070388 - SOLID WASTE DISPOSAL OPERATING RENTALS/LEASES ACH PMT NO 80070405	PAGE 27 132.28 232.06 625.09 91,582.67
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RE WA STATE DEPT OF REVENUE WATERCO OF THE PACIFIC NORTH WEST, INC ZAMPELL REFRACTORIES INC TOTAL FOR 4490 4500 - SOLID WASTE COLLECTION COPIERS NORTHWEST INC DELTA BUSINESS TRAINING LLC	REPAIR & MAINTENANCE SUPPLIES - OPERATING SUPPLIES CHECK NO 00565514 EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80070388 - SOLID WASTE DISPOSAL OPERATING RENTALS/LEASES ACH PMT NO 80070405 REGISTRATION/SCHOOLING	PAGE 27 132.28 232.06 625.09 91,582.67 666.15
AND COUNCIL MEMBERS PROCESSING OF VOUCHERS RE WA STATE DEPT OF REVENUE WATERCO OF THE PACIFIC NORTH WEST, INC ZAMPELL REFRACTORIES INC TOTAL FOR 4490 4500 - SOLID WASTE COLLECTION COPIERS NORTHWEST INC DELTA BUSINESS TRAINING LLC OCCUPATIONAL MEDICINE	REPAIR & MAINTENANCE SUPPLIES OPERATING SUPPLIES CHECK NO 00565514 EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80070388 - SOLID WASTE DISPOSAL OPERATING RENTALS/LEASES ACH PMT NO 80070405 REGISTRATION/SCHOOLING ACH PMT NO 80070115 MEDICAL SERVICES ACH PMT NO 80070354	PAGE 27 132.28 232.06 625.09 91,582.67 666.15 840.00

CH2M HILL	CONTRACTUAL SERVICES ACH PMT NO 80070242	3,670.50
TOTAL FOR 4530	- SOLID WASTE LANDFILLS	3,670.50
600 - GOLF FUND		
ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO 80070170	22.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO 00565311	70.19
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO 00565577	326.23
TOTAL FOR 4600	- GOLF FUND	418.40
700 - DEVELOPMENT SVCS CENTER		
ARC ELECTRIC & LIGHTING CORP 55243 N JULIA ST	PERMIT REFUNDS PAYABLE	40.00
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 28
PROCESSING OF VOUCHERS RE	SULTS IN CLAIMS AS FOLLOWS:	
CARLOS & PENELOPE LANDA 2910 E 13TH AVE	PERMIT REFUNDS PAYABLE CHECK NO 00565525	130.50
COLORADO CODE CONSULTING LLC	CONTRACTUAL SERVICES ACH PMT NO 80070177	5,050.00
GEOFFREY & CIERRA JUNT 26639 CHAMOMILE ST	PERMIT REFUNDS PAYABLE CHECK NO 00565524	25.00
HUG CONSTRUCTION 630 W SHANNON AVE	PERMIT REFUNDS PAYABLE CHECK NO 00565523	249.25
INLAND EMPIRE HOMES LLC ATTN RANDALL PALAZZO	PERMIT REFUNDS PAYABLE CHECK NO 00565549	2,916.66
INLINE FRAMING & GENERAL CONTRACTING INC	PERMIT REFUNDS PAYABLE CHECK NO 00565526	25.00
JULIE STRUGAR 4005 E BUCKEYE AVE	PERMIT REFUNDS PAYABLE CHECK NO 00565528	25.00
NICHOLAS A WYATT 902 E NORTH AVE	PERMIT REFUNDS PAYABLE CHECK NO 00565555	112.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO 00565311	140.38
RALPH NOLL 2320 W COLLEGE AVE	PERMIT REFUNDS PAYABLE CHECK NO 00565530	25.00
SAUL & KATELYN HANSEN 4008 E HARTSON AVE	PERMIT REFUNDS PAYABLE CHECK NO 00565529	25.00

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO 00565577	147.62
VERDINE E & MARIANNE C STEEN 1604 E 34TH AVE	PERMIT REFUNDS PAYABLE CHECK NO 00565527	25.00
TOTAL FOR 4700 -	DEVELOPMENT SVCS CENTER	8,936.41
5100 - FLEET SERVICES FUND		
ADVANCE AUTO PARTS		240.43
BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80070319	994.94
BECKER BUICK-GMC INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80070237	1,126.33
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE		51,026.18
C & B UPHOLSTERY INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO 00565538	664.29
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 29
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80070322	843.26
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO 80070325	3,031.81
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO 80070405	685.78
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80070247	1,050.05
DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00565515	70.88
DOBBS HEAVY DUTY HOLDINGS LLC DBA WESTERN TRUCK CENTER		3,161.81
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	~	512.92
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80070257	26,498.04
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80070340	1,521.83
GRAINGER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80070341	90.69
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80070261	41.47
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80070345	1,813.01
LEAVITT MACHINERY USA INC	EQUIPMENT REPAIRS/MAINTENANCE	

	CHECK NO 00565556	2,793.57
MODERN MACHINERY CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80070268	168.66
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80070348	785.51
MOTION INDUSTRIES INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80070270	445.68
MR CAR WASH DEPT #880266	CONTRACTUAL SERVICES ACH PMT NO 80070127	1,544.00
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO 80070271	15.22
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80070349	338.33
NORLIFT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80070353	91.02
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 30
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80070273	65.29
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO 80070354	65.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO 00565311	286.45
OWEN EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80070276	425.42
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00565557	205.84
PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80070279	5,865.71
PAPE MACHINERY INC	OPERATING RENTALS/LEASES ACH PMT NO 80070280	5,292.54
PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80070357	805.54
RWC INTERNATIONAL LTD	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80070286	121.45
SHAMROCK AUTOMOTIVE DBA ZIEBART OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80070306	417.85
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO 00565532	135.58
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80070365	30,550.41
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80070365	2,728.23
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80070366	303.58

TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80070369	1,059.35
	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80070371	706.96
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80070150	1,668.90
	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80070381	1,151.44
WESTERN STATES EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO 80070386	203.36
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO 80070305	2,358.77
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 31
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
TOTAL FOR 5100 -	FLEET SERVICES FUND	153,973.38
5200 - PUBLIC WORKS AND UTILITIES		
OFFICE OF STATE AUDITOR		119.51
SPOKANE CITY TREASURER	REFUNDS CHECK NO 00565558	6.73
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO 00565577	16,683.70
TOTAL FOR 5200 -	PUBLIC WORKS AND UTILITIES	16,809.94
5300 - IT FUND		
ACCESS INFORMATION HOLDINGS	ALARM/SECURITY SERVICES ACH PMT NO 80070106	855.00
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80070174	1.52
AT&T	TELEPHONE CHECK NO 00565329	91.68
DELL MARKETING LP %DELL USA LP	OFFICE SUPPLIES ACH PMT NO 80070248	128.27
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO 80070185	14.77
NEW HORIZONS COMPUTER LEARNING CENTER/COMPUTER SOLUTIONS		2,380.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO 00565311	244.72
PRO MECHANICAL SERVICES INC		
	ACH PMT NO 80070426	1,314.97

WESLEY HOWARD MORRIS DBA MORRIS NETWORK CONTRACTING	ADVISORY TECHNICAL SERVICE ACH PMT NO 80070382	760.00
	TELEPHONE ACH PMT NO 80070161	1,411.12
TOTAL FOR 5300 -	IT FUND	7,202.05
5310 - IT CAPITAL REPLACEMENT FUNI		
DELL MARKETING LP		6,905.07
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 32
PROCESSING OF VOUCHERS REST	JLTS IN CLAIMS AS FOLLOWS:	
	CAPITALIZED SOFTWARE ACH PMT NO 80070344	59,800.00
TOTAL FOR 5310 -	IT CAPITAL REPLACEMENT FUND	66,705.07
5400 - REPROGRAPHICS FUND		
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80070174	28.34
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO 80070405	10,102.07
MARK ANDY INC DBA MARK ANDY PRINT PRODUCTS	HARDWARE MAINTENANCE ACH PMT NO 80070126	1,536.31
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO 00565311	13.28
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO 80070302	452.32
TOTAL FOR 5400 -	REPROGRAPHICS FUND	12,132.32
5500 - PURCHASING & STORES FUND		
OFFICE OF STATE AUDITOR WASHINGTON STATE		13.28
TOTAL FOR 5500 -	PURCHASING & STORES FUND	13.28
5600 - ACCOUNTING SERVICES		
	REGISTRATION/SCHOOLING ACH PMT NO 80070189	55.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO 00565311	81.57
THOMSON REUTERS INC	REGISTRATION/SCHOOLING CHECK NO 00565339	2,443.91

WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. – 00565311	24.66
TOTAL FOR 5700	- MY SPOKANE	24.66
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 33
PROCESSING OF VOUCHERS RE	ESULTS IN CLAIMS AS FOLLOWS:	
800 - RISK MANAGEMENT FUND		
OFFICE OF STATE AUDITOR WASHINGTON STATE		108.13
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO 00565577	236.91
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO 00565577	236.91-
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO 80070297	16,093.06
TOTAL FOR 5800	- RISK MANAGEMENT FUND	16,201.19
810 - WORKERS' COMPENSATION FUN		
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO 80070405	141.89
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO 00565311	
		127.10
TOTAL FOR 5810	- WORKERS' COMPENSATION FUND	127.10 268.99
TOTAL FOR 5810 820 - UNEMPLOYMENT COMPENSATION		
820 - UNEMPLOYMENT COMPENSATION OFFICE OF STATE AUDITOR	I FUND	
820 - UNEMPLOYMENT COMPENSATION OFFICE OF STATE AUDITOR WASHINGTON STATE	N FUND STATE AUDIT CHARGES CHECK NO 00565311 DEPOSIT-PD FAMILY MEDICAL LEAV	268.99
820 - UNEMPLOYMENT COMPENSATION OFFICE OF STATE AUDITOR WASHINGTON STATE WA STATE EMPLOYMENT SECURITY PAID FAMILY MEDICAL LEAVE	N FUND STATE AUDIT CHARGES CHECK NO 00565311 DEPOSIT-PD FAMILY MEDICAL LEAV CHECK NO 00565579	268.99 11.38 80,561.31
820 - UNEMPLOYMENT COMPENSATION OFFICE OF STATE AUDITOR WASHINGTON STATE WA STATE EMPLOYMENT SECURITY PAID FAMILY MEDICAL LEAVE TOTAL FOR 5820 830 - EMPLOYEES BENEFITS FUND	N FUND STATE AUDIT CHARGES CHECK NO 00565311 DEPOSIT-PD FAMILY MEDICAL LEAV CHECK NO 00565579 - UNEMPLOYMENT COMPENSATION FUND	268.99 11.38 80,561.31
820 - UNEMPLOYMENT COMPENSATION OFFICE OF STATE AUDITOR WASHINGTON STATE WA STATE EMPLOYMENT SECURITY PAID FAMILY MEDICAL LEAVE TOTAL FOR 5820	N FUND STATE AUDIT CHARGES CHECK NO 00565311 DEPOSIT-PD FAMILY MEDICAL LEAV CHECK NO 00565579 - UNEMPLOYMENT COMPENSATION FUND	268.99 11.38 80,561.31
820 - UNEMPLOYMENT COMPENSATION OFFICE OF STATE AUDITOR WASHINGTON STATE WA STATE EMPLOYMENT SECURITY PAID FAMILY MEDICAL LEAVE TOTAL FOR 5820 830 - EMPLOYEES BENEFITS FUND KAISER FOUNDATION HEALTH PLAN	N FUND STATE AUDIT CHARGES CHECK NO 00565311 DEPOSIT-PD FAMILY MEDICAL LEAV CHECK NO 00565579 - UNEMPLOYMENT COMPENSATION FUND	268.99 11.38 80,561.31 80,572.69

ACH PMT NO 80070254 EVRIES MISC SERVICES/CHARGES ACH PMT NO 80070331 BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80070122 SNOW REMOVAL SERVICES ACH PMT NO 80070418 BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80070423 STATE AUDIT CHARGES CHECK NO 00565311 5900 - ASSET MANAGEMENT FUND OPS ND CAPITAL	2,275.24 2,117.54 1,984.59 217.80 3,841.99 227.65
EVRIES MISC SERVICES/CHARGES ACH PMT NO 80070331 BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80070122 R SNOW REMOVAL SERVICES ACH PMT NO 80070418 BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80070423 STATE AUDIT CHARGES CHECK NO 00565311	2,117.54 1,984.59 217.80 3,841.99 227.65
EVRIES MISC SERVICES/CHARGES ACH PMT NO 80070331 BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80070122 SNOW REMOVAL SERVICES ACH PMT NO 80070418 BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80070423 STATE AUDIT CHARGES	2,117.54 1,984.59 217.80 3,841.99
EVRIES MISC SERVICES/CHARGES ACH PMT NO 80070331 BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80070122 SNOW REMOVAL SERVICES ACH PMT NO 80070418 BUILDING REPAIRS/MAINTENANCE	2,117.54 1,984.59 217.80
EVRIES MISC SERVICES/CHARGES ACH PMT NO 80070331 BUILDING REPAIRS/MAINTENANCE ACH PMT NO 80070122 SNOW REMOVAL SERVICES	2,117.54 1,984.59
EVRIES MISC SERVICES/CHARGES ACH PMT NO 80070331 BUILDING REPAIRS/MAINTENANCE	2,117.54
EVRIES MISC SERVICES/CHARGES	
ACH PMT NO 80070254	2,275.24
OTHER IMPROVEMENTS	
LAUNDRY/JANITORIAL SERVICES ACH PMT NO 80070174	126.76
ID OPS	
5830 - EMPLOYEES BENEFITS FUND	721,401.38
E OR INSURANCE CLAIMS ACH PMT NO 80070434	60,818.38
ERS RESULTS IN CLAIMS AS FOLLOWS:	
	10/21/19 PAGE 34
CONTRACTUAL SERVICES ACH PMT NO 80070284	572.00
INSURANCE CLAIMS ACH PMT NO 80070283	501,050.94
	ACH PMT NO 80070283 CONTRACTUAL SERVICES ACH PMT NO 80070284 ERS RESULTS IN CLAIMS AS FOLLOWS: E OR INSURANCE CLAIMS

DELL MARKETING LP %DELL USA LP	HARDWARE MAINTENANCE ACH PMT NO 80070181	3,336.00
KYOCERA DOCUMENT SOLUTIONS AMERICA INC	MINOR EQUIPMENT ACH PMT NO 80070200	7,596.00
TALISMAN CONSTRUCTION	BUILDING IMPROVEMENTS ACH PMT NO 80070293	76,947.30
WA STATE DEPT OF REVENUE	HARDWARE MAINTENANCE -	296.90
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	676.04

TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL 88,852.24

	STATE AUDIT CHARGES CHECK NO 00565311	610.85
HONORABLE MAYOR AND COUNCIL MEMBERS		10/21/19 PAGE 35
PROCESSING OF VOUCHERS RES	ULTS IN CLAIMS AS FOLLOWS:	
TOTAL FOR 6100 -	RETIREMENT	610.85
6200 - FIREFIGHTERS' PENSION FUND		
GARY L BROWN	SERVICE REIMBURSMENT CHECK NO 00565330	55.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO 00565311	94.85
ORCHARD CREST RETIREMENT LLC	SERVICE REIMBURSEMENT CHECK NO 00565334	7,450.00
ORCHARD CREST RETIREMENT LLC	SERVICE REIMBURSMENT CHECK NO 00565334	1,081.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO 80070283	83,550.04
RIVERVIEW CARE CENTER	SERVICE REIMBURSEMENT CHECK NO. – 00565335	42,233.00
RIVERVIEW CARE CENTER	SERVICE REIMBURSMENT CHECK NO. – 00565335	2,490.00
TOTAL FOR 6200 -	FIREFIGHTERS' PENSION FUND	136,953.89
6300 - POLICE PENSION		
CRISTA SENIOR COMMUNITY ASSISTED LIVING	SERVICE REIMBURSEMENT CHECK NO 00565332	4,755.00
CRISTA SENIOR COMMUNITY ASSISTED LIVING	SERVICE REIMBURSMENT CHECK NO. – 00565332	450.00
HOME CARE ASSISTANCE OF WASHINGTON LLC	SERVICE REIMBURSEMENT CHECK NO 00565333	1,024.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO 00565311	66.40
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER		39,758.16
TOTAL FOR 6300 -	POLICE PENSION	46,053.56
6730 - PARKING & BUSINESS IMPROV		
	DUE TO OTHER GOVERNMENTAL UNIT ACH PMT NO 80070333	101,385.67
	DADITING & DISTNESS IMDDAU DIST	101 205 67

TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST 101,385.67

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL CLAIMS

9,593,168.99

REPORT: PG3640 SYSTEM: FMSAP USER: MANAGER RUN NO: 42

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS CH2M HILL ENGINEERS INC	3,119.56	24.05	1,154.79
		374,681.92		
00565299	CH2M HILL ENGINEERS INC SALVATORE J FAGGIANO GENERAL FIRE PROTECTION DIMITRI RAMON PEREZ CHACON BYRON POTTER GLENN BIRCH RANDY HOISINGTON LOGAN NEIGHBORHOOD COUNCIL LESLEY OULCK	237.48		
00565300	GENERAL FIRE PROTECTION	212.36		
00565301	DIMITRI RAMON PEREZ CHACON	1,000.00		
00565302	BYRON POTTER	25.00		
00565303	GLENN BIRCH	250.00		
00565304	RANDY HOISINGTON	1,646.57		
00565305	LOGAN NEIGHBORHOOD COUNCIL	129.08		
00565306	LOGAN NEIGHBORHOOD COUNCIL LESLEY QUICK SANDRA GILL ROCKWOOD NEIGHBORHOOD COUNCI TAYLOR PHILLIPS MARY MURAMATSU OFFICE OF STATE AUDITOR	489.90		
00565307	SANDRA GILL	143.72		
00565308	ROCKWOOD NEIGHBORHOOD COUNCI	250.00		
00565309	TAYLOR PHILLIPS	378.88		
00565310	MARY MURAMATSU	237.48		
00565311	OFFICE OF STATE AUDITOR	18,970.49		
00565312	SPOKANE REGIONAL HEALTH DIST	37,400.00		
	ATLAS SAND AND ROCK INC			4,373.78
	CENTURYLINK			1,075.22
00565315	WATERCO OF THE PACIFIC NORTH			79.49
	DEVROOMEN BULB COMPANY			821.60
	GROUP W MARKETING INC			500.00
00565318	DONNA YAEGER			200.00
	INLAND NW COUNCIL BOY SCOUTS			105.00
	KRISTINA NEWHOUSE			125.00
	MELISSA IVERSON			350.00
	MICHAEL J. MAINER			119.00
	SARAH FULLEN			83.00
	SUZANNE NELSON			58.00
	KEVIN SHARRAI			491.16
	THE TOLEDO TICKET CO			12.59
	VISIONARY COMMUNICATIONS, IN			589.73
00565328	CENDERELLA PFORTMILLER			
00565329	CENDERELLA PFORTMILLER AT&T GARY L BROWN CENTURYLINK	91.68		
00565330	GARY L BROWN	55.00		
00565331	CENTURYLINK	818.00		
00565332	CRISTA SENIOR COMMUNITY	5 205 00		
00565333	HOME CARE ASSISTANCE OF	1 024 00		
00565334	CRISTA SENIOR COMMUNITY HOME CARE ASSISTANCE OF ORCHARD CREST RETIREMENT LLC	8 531 00		
00565335	RIVERVIEW CARE CENTER SALT DISTRIBUTORS INC SERVPRO OF NORTHEAST SPOKANE SPOKANE REGIONAL CLEAN AIR	44.723.00		
00565336	SALT DISTRIBUTORS INC	25 940 40		
00565337	SERVERO OF NORTHEAST SPOKANE	1 268 75		
00565338	SPOKANE REGIONAL CLEAN AIR	74 760 69		
00505550	THOMSON REUTERS INC	2,443.91		
	WESTERN SYSTEMS INC	27,821.55		
	AUTO-RAIN SPRINKLER	27,021.33	675.26	
	JEFFERY B BENEFIELD		62.68	
	CENTER POINT PUBLISHING INC		270.24	
	CENTER FORM FOBLISHING INC		381.00	
	LISA COX		14.50	
	GROUP W MARKETING INC		500.00	
	JOSEPH LOTRARIO		150.00	
	OLGA LUCIA HERRERA		50.00	
	CHELSIE PRICE		25.00	
00000049	CHILICE FILLE		23.00	

REPORT: PG3640 SYSTEM: FMSAP USER: MANAGER RUN NO: 42 CITY OF SPOKANE COUNCIL CHECK RANGE/TOTAL DATE: 10/21/19 TIME: 07:36 PAGE: 2

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00565350	WSU SPOKANE MASTER GARDENERS 350 SPOKANE NYDIA MARTINEZ VINAI NORASAKKUNKIT SPOKANE AUDUBON SOCIETY SPOKANE CITY TREASURER CAROL A TEVENAN THE HANOVER INSURANCE GRP IN WA STATE PATROL WA STATE PATROL WA STATE PATROL WA STATE PARKS & RECREATION ADVANCE AUTO PARTS PORAC LEGAL DEFENSE FUND		50.00	
00565351	350 SPOKANE		50.00	
00565352	NYDIA MARTINEZ		25.00	
00565353	VINAI NORASAKKUNKIT		75.00	
00565354	SPOKANE AUDUBON SOCIETY		50.00	
00565355	SPOKANE CITY TREASURER		4,944.41	
00565356	CAROL A TEVENAN		50.00	
00565357	THE HANOVER INSURANCE GRP IN		48.00	
00565358	WA STATE PATROL		132.00	
00565359	WA STATE PATROL		44.00	
00565360	WA STATE PARKS & RECREATION		50.00	
00565509	ADVANCE AUTO PARTS	110.11		
00565510	PORAC LEGAL DEFENSE FUND	135.00		
00565511	A-1 SERVICE	660.00		
00565512	C & B UPHOLSTERY INC	500.94		
00565513	CENTURYLINK	708.73		
00565514	WATERCO OF THE PACIFIC NORTH	232.06		
00565515	DIRECT AUTOMOTIVE DISTRIBUTI	70.88		
00565516	DMCMA TREASURER	100.00		
00565517	THE FIG TREE/SPOKANE	183.00		
00565518	GROUP W MARKETING INC	500.00		
00565521	JOHN THAYER	25.00		
00565522	GENERAL STORE INC	37.50		
00565523	HUG CONSTRUCTION	249.25		
00565524	ADVANCE AUTO PARTS PORAC LEGAL DEFENSE FUND A-1 SERVICE C & B UPHOLSTERY INC CENTURYLINK WATERCO OF THE PACIFIC NORTH DIRECT AUTOMOTIVE DISTRIBUTI DMCMA TREASURER THE FIG TREE/SPOKANE GROUP W MARKETING INC JOHN THAYER GENERAL STORE INC HUG CONSTRUCTION GEOFFREY & CIERRA JUNT CARLOS & PENELOPE LANDA INLINE FRAMING & GENERAL	25.00		
00565525	CARLOS & PENELOPE LANDA	130.50		
00565526	INLINE FRAMING & GENERAL	25.00		
00565527	VERDINE E & MARIANNE C STEEN	25.00		
00565528	JULIE STRUGAR	25.00		
00565529	SAUL & KATELYN HANSEN	25.00		
00565530	RALPH NOLL	25.00		
00565531	O'REILLY AUTOMOTIVE STORES I	136.23		
00565532	SIX ROBBLEES INC	135.58		
00565533	CRAIG MEIDL OR JUSTIN LUNDGR	2,750.00		
00565534	NATIONSERVE	155.73		
00565536	ADMINISTRATIVE OFFICE OF THE	75.00		
00565537	ADVANCE AUTO PARTS	130.32		
00565538	C & B UPHOLSTERY INC	163.35		
00565539	CARLOS & PENELOPE LANDA INLINE FRAMING & GENERAL VERDINE E & MARIANNE C STEEN JULIE STRUGAR SAUL & KATELYN HANSEN RALPH NOLL O'REILLY AUTOMOTIVE STORES I SIX ROBBLEES INC CRAIG MEIDL OR JUSTIN LUNDGR NATIONSERVE ADMINISTRATIVE OFFICE OF THE ADVANCE AUTO PARTS C & B UPHOLSTERY INC SHANE KELLEY WAYNE FOSS CHRISTOPHER JEWSBURY DAVID COLLINS ADVANCED TRANSPORTATION TAXI	102.00		
00565540	WAYNE FOSS	54.00		
00565541	CHRISTOPHER JEWSBURY	234.00		
00565542	DAVID COLLINS	20.00		
	BOTACH INC	10.00		
	DAVENPORT HOTEL OPCO LLC	18,920.00		
	ARC ELECTRIC & LIGHTING CORP	40.00		
	INLAND EMPIRE HOMES LLC	2,700.66		
	INLAND EMPIRE HOMES LLC	40.00		
	INLAND EMPIRE HOMES LLC	176.00		
	INLAND EMPIRE HOMES LLC	950.00		
	INLAND EMPIRE HOMES LLC	2,667.00		
	INLAND EMPIRE HOMES LLC	2,550.00		
00505553	SERGEY N SINYAKOV	1,475.00		

REPORT: PG3640 SYSTEM: FMSAP USER: MANAGER RUN NO: 42	CITY OF SPOKANE COUNCIL CHECK RANGE/TOTAL		10/21/19 07:36 3	
CHECK # VENDOR	CITY	LIBRARY	PARKS	
00565554 SERGEY N SINYAKO	v 950.00			

00565555 NICHOLAS A WYATT	112.00	
00565556 LEAVITT MACHINERY USA INC	2,793.57	
00565557 O'REILLY AUTOMOTIVE STORES I 00565558 SPOKANE CITY TREASURER 00565559 SPOKANE POLICE DEPARTMENT	69.61	
00565558 SPOKANE CITY TREASURER	120.00	
00565559 SPOKANE POLICE DEPARTMENT	56.63	
00565560 TIFFIN METAL PRODUCTS CO	4,963.00	
00565561 SOUTHERN POLICE INSTITUTE	1,295.00	
00565561 SOUTHERN POLICE INSTITUTE 00565562 SOUTHERN POLICE INSTITUTE 00565563 SCOTT K WINDSOR	1,295.00	
00565563 SCOTT K WINDSOR	57.65	
00565564 WOLFE ARCHITECTURAL GROUP PS	8,225.00	
00565565 CENTURYLINK		61.14
00565566 NICK FRANCO		229.00
00565567 PARK DEPT IMPREST FUND		157.43
00565568 THE PEPSI BOTTLING GROUP		12,444.13
00565569 WA STATE DEPT OF NATURAL		134.54
00565570 WAYNE CARVER WOODWORKING/		223.12
00565571 HABITAT FOR HUMANITY SPOKANE		
	03.90	
00565574 JEFFREYS APPLIANCE SERVICE I	38.06	
00565575 SWANSON'S REFRIGERATION & 00565576 UNIT PROCESS COMPANY	375.94	
00565576 UNIT PROCESS COMPANY 00565577 US BANK	1,652.49	
00565577 US BANK	20,732.12	
00565578 PRORATE AND FUEL TAX 00565579 WA STATE EMPLOYMENT SECURITY	543.00	
	80,631.61	150.00
00565580 PAUL R GROVE		150.00
00565581 KELEREN MILLHAM		450.00
00565582 ROTO-ROOTER/DIV OF		876.65
00565583 SHRINERS HOSPITALS FOR 00565584 SPOKANE PRODUCTION SERVICE		600.00
20070105 ABSOLUTE DBUG TESTING I.C	2 210 00	3,907.69
80070105 ABSOLUTE DRUG TESTING LLC 80070106 ACCESS INFORMATION HOLDINGS	3,210.00	
80070107 ACTION MATERIALS	855.00	684.73
80070108 NORTHWEST INDUSTRIAL SERVICE		256.41
80070108 NORTHWEST INDUSTRIAL SERVICE 80070109 ADDITED INDUSTRIAL	9,686.33	250.41
80070109 APPLIED INDUSTRIAL 80070110 BRICKYARD BARBERSHOP LLC	2 995 75	
80070111 CATHOLIC CHARITIES	2,000.10	
80070112 CHAPTER & VERSE INC	425.00	
80070113 CHASE YOUTH FOUNDATION	11 250 00	
80070114 CONTROL SOLUTIONS NW INC	7.640.03	
80070115 DELTA BUSINESS TRAINING LLC	4,200,00	
80070116 DIVCO INC	6,991.52	
80070117 ENVIRONMENT CONTROL OF SPOKA		
80070118 FIKES NORTHWEST INC/DIV OF	,	33.92
80070119 GALLS LLC	663.00	
80070120 GRIFFIN PUBLISHING INC		8,400.20
80070121 HELENA AGRI-ENTERPRISES		5,692.86
80070122 JOHNSON CONTROLS INC	1,984.59	
80070123 K & L GATES LLP	17,941.00	
80070124 KEPRO ACQUISTIONS, INC	4,500.00	
80070125 KPFF CONSULTING ENGINEERS	1,019.87	
80070126 MARK ANDY INC	1,536.31	
80070127 MR CAR WASH	1,544.00	

REPORT: PG3640 SYSTEM: FMSAP USER: MANAGER RUN NO: 42	CITY OF SPOKANE COUNCIL CHECK RANGE/TOTAL		10/21/19 07:36 4
CHECK # VENDOR	CITY	LIBRARY	PARKS
80070128 MWH CONSTRUCTORS 80070129 NE COMMUNITY CENT 80070130 OVERDRIVE INC 80070131 PARKEON INC	, . ,	3,010.66	2 040 00
80070132 PLANET TURF			3,049.20

80070133	PROVOST PROFESSIONAL QUINN GROUP RAINIER SEEDS INC	605.29		
80070134	QUINN GROUP	11,786.19		
80070135	RAINIER SEEDS INC			94.37
80070136	RECORDED BOOKS INC		2,824.16	
80070137	RIEDELL SHOES INC			11,938.50
80070138	ROGUE HEART MEDIA INC	9,752.65		
80070139	SARGENT ENGINEERS INC	3,355.00		
	SENSKE PEST CONTROL	2,478.58		
	SIMPLOT PARTNERS			6,211.88
	SPOKANE NEIGHBORHOOD ACTION			
	SPECSEATS INT'L CORP			215.00
	SPOKANE COUNTY TREASURER	383,586.43		
	STANLEY CONVERGENT SECURITY			145.55
	SUMMIT LAW GROUP PLLC	3,491.00		
80070147	LARRY TANGEN	1,543.75		
80070148	TEN TALENTS LLC	37,722.11		
80070149	THYSSENKRUPP ELEVATOR CORP	139.03		
	TOBY'S BODY & FENDER INC			
	TRANSITIONS DBA TRANSITIONAL			
	UNIVERSAL PROTECTION SERVICE	209.00		
	VOLUNTEERS OF AMERICA OF			
	WA STATE DEPT OF ECOLOGY			
	WASHINGTON DENTAL SERVICE OR	31,595.07		
	WASTE MANAGEMENT OF WA DBA			235.33
80070157	WILBUR ELLIS COMPANY			4,731.92
80070158	WINSTON & CASHATT PS	5,200.00		
	WITHERSPOON BRAJCICH	460.20		
80070160	YWCA			
80070161	ZAYO GROUP HOLDINGS INC BRANDON BLANKENAGEL	1,411.12		
80070162	BRANDON BLANKENAGEL	116.00		
800/0163	BRANDON BLANKENAGEL PATRICK J DALTON HALEY DAY MATTHEW FOLSOM MARGARET HARRINGTON MICHAEL C ORMSBY PICCOLO, MICHAEL J ELIZABETH SCHOEDEL ACRANET CRS. PRANCH (DIM. OF	237.48		
80070164	HALEY DAY	141.48		
800/0165	MATTHEW FOLSOM	237.48		
800/0166	MARGARET HARRINGTON	449.98		
800/016/	MICHAEL C ORMSBY	616.32		
800/0168	PICCOLO, MICHAEL J	237.48		
80070169	ELIZABETH SCHOEDEL	237.48		
800/01/0	ELIZABETH SCHOEDEL ACRANET CBS BRANCH/DIV OF ACTION MATERIALS	417.00		
800/01/1	ACTION MATERIALS	935.45		
800/01/2	INLAND NW AGC APPRENTICESHIP			
80070174	NORTHWEST INDUSTRIAL SERVICE	65.00		
800/01/4	ARAMARK UNIFORM SERVICES	156.62	0 1 1 0 0 0	
	AVISTA UTILITIES		2,113.30	
	BAKER & TAYLOR BOOKS		14,003.58	
	COLORADO CODE CONSULTING LLC			
	CONSOLIDATED SUPPLY CO	3,361.05		
800/01/9	CONTROL SOLUTIONS NW INC		1,354.65	
000/0180	COWLES PUBLISHING COMPANY	385.08		

REPORT: PG3640 SYSTEM: FMSAP USER: MANAGER RUN NO: 42	CITY OF SPOKANE COUNCIL CHECK RANGE/TOTAL		10/21/19 07:36 5
CHECK # VENDOR	CITY	LIBRARY	PARKS
80070181 DELL MARKETING L 80070182 JIM'S TRANSFER L	NC DBA DEVRI 667.54	44.10	
80070183 EXPRESS NAME TAG 80070184 FASTENAL CO 80070185 FEDERAL EXPRESS	600.15	44.10	
80070186 FIREPOWER INC 80070187 FISHERS DOCUMENT		136.13 28.23	
80070188 GALLS LLC 80070189 GREATER SPOKANE	205.82 INC 275.00		

	GREENLEAF LANDSCAPING INC	005 00	765.61
	HASKINS STEEL CO INC	295.02	
	HYDRO CONSULTING & MAINTENAN	177,086.74	
	INGRAM LIBRARY SERVICES LLC	186 000 80	99.77
	CPM DEVELOPMENT CORP DBA	176,930.78	
	INTERFAITH HOSPITALITY		
	HOME DEPOT USA INC		286.78
	JOHNSON CONTROLS FIRE		904.96
	JRM ENTERPRISES INC	323.50	
	KANOPY INC		1,657.00
	KYOCERA DOCUMENT SOLUTIONS	7,596.00	
	MCKINSTRY CO LLC		835.82
	MIDWEST TAPE		15,461.05
	PARTSMASTER/DIV OF NCH CORP		317.96
80070204	FRANK A RAWLEY		13.63
80070205	RECORDED BOOKS INC		17,732.50
	JOSEPH J ROISE		74.53
80070207	SHAMROCK MANUFACTURING INC	15,838.14	
80070208	SISTER CITIES ASSN OF SPOKAN	500.00	
80070209	SITEONE LANDSCAPE SUPPLY LLC	3.04	
80070210	SPOKANE NEIGHBORHOOD ACTION		
80070211	SOUTHWEST SPOKANE COMMUNITY	12,366.82	
80070212	SPOKANE COUNTY TREASURER	226.81	
80070213	STARPLEX CORP	2,227.50	
80070214	TRAFFIC SAFETY SUPPLY INC	16,667.15	
	TRUE SEALS LLC	328.12	
80070216	UNIQUE MANAGEMENT SERVICES I		930.80
	UNIV DIST PUBLIC DEV AUTHORI		
	VERIZON WIRELESS	6,035.79	
	VOLUNTEERS OF AMERICA OF	-,	
	WESTERN STATES ASPHALT LLC	1.319.87	
80070221		2,020.07	
	CATHERINE G BAKKEN		8.41
	FITCH, COREY R		36.66
	VIRGINIA R FRERICHS		15.66
	LARRY B HUGHES		19.72
	ANA L KRUGER		62.64
	REBEKAH MACE		39.20
	JUAN JUAN MOSES		39.20
	ELLEN PETERS		37.12
		222 20	57.12
80070235	AVISTA CORPORATION	2,651.33	
80070233 80070234	ALSCO DIVISION OF ALSCO INC NORTHWEST INDUSTRIAL SERVICE ARAMARK UNIFORM SERVICES AVISTA CORPORATION		

	OF SPOKANE HECK RANGE/TOTAL		
CHECK # VENDOR	-	LIBRARY	PARKS
80070236 AVISTA UTILITIES			
80070237 BECKER BUICK-GMC INC			
80070238 BRIDGESTONE AMERICAS INC			
80070239 CABOT NORIT AMERICAS INC	17,100.00		
80070240 CAMTEK INC	1,827.55		
80070241 CERIUM NETWORKS INC			37,790.33
80070242 CH2M HILL	3,670.50		
80070243 CITY SERVICE VALCON LLC	3,433.57		
80070244 CONNELL OIL INC	1,875.60		
80070245 CONTROL SOLUTIONS NW INC	310.37		
80070246 COPIERS NORTHWEST INC	3,986.71		
80070247 CUMMINS NORTHWEST LLC	1,050.05		
80070248 DELL MARKETING LP	7,033.34		

80070249	DEVRIES INFORMATION MANAGEME DICK IRVIN INC. LECCO ENTERPRISES LLC ELJAY OIL CO INC FASTENAL CO FELTON FIRE SERVICE LLC FULCRUM ENVIRONMENTAL GALLS LLC GORDON TRUCK CENTERS INC DBA HACH COMPANY	15.00	
80070250	DICK IRVIN INC.	4,299.57	
80070251	LECCO ENTERPRISES LLC	4,677.26	
80070252	ELJAY OIL CO INC	700.77	
80070253	FASTENAL CO	2,088.20	
80070254	FELTON FIRE SERVICE LLC	2,275.24	
80070255	FULCRUM ENVIRONMENTAL		25,75
80070256	GALLS LLC	111.08	
80070257	GORDON TRUCK CENTERS INC DBA	27,334.48	
80070258	HACH COMPANY	3,288.25	
80070259	HALME CONSTRUCTION INC	128,892.73	
80070260	GORDON TRUCK CENTERS INC DBA HACH COMPANY HALME CONSTRUCTION INC HASKINS STEEL CO INC INLAND PACIFIC HOSE & FITTIN J & T'S LAWN CARE INC JOHNSON CONTROLS FIRE L N CURTIS & SONS LEGACY TELECOMMUNICATIONS IN	756.39	
80070261	INLAND PACIFIC HOSE & FITTIN	41.47	
80070262	J & T'S LAWN CARE INC	190.58	
80070263	JOHNSON CONTROLS FIRE	527.08	
80070264	L N CURTIS & SONS	64.81	
80070265	LEGACY TELECOMMUNICATIONS IN	9,269.46	
80070266	LOOMIS ARMORED US INC	3,987.57	
80070267	MCCOY POWER CONSULTANTS INC	7,218.75	
80070268	MODERN MACHINERY CO INC	168.66	
80070269	MOTION AUTO SUPPLY	411.30	
80070270	MOTION INDUSTRIES INC	445.68	
80070271	NAPA AUTO PARTS	220.56	
80070272	NORCO INC	185.74	
80070273	NOVUS AUTO GLASS	65.29	
80070274	OLIN CORPORATION	6,182.53	
80070275	OLYMPIC FOUNDRY INC	8,058.60	
80070276	OWEN EQUIPMENT CO	425.42	
80070277	PACIFIC NW EMERGENCY EQUIPME	871.20	
80070278	PACIFIC PETROLEUM & SUPPLY	1,421.80	
80070279	PACWEST MACHINERY LLC	5,865.71	
80070280	PAPE MACHINERY INC	5,292.54	
80070281	PATRIOT FIRE PROTECTION INC	1,887.24	
80070282	POWER MACHINE SERVICE INC	1,079.37	
80070283	PREMERA BLUE CROSS OR	624,359.14	
80070284	REHN & ASSOCIATES	572.00	
80070285	L N CURTIS & SONS LEGACY TELECOMMUNICATIONS IN LOOMIS ARMORED US INC MCCOY POWER CONSULTANTS INC MODERN MACHINERY CO INC MOTION AUTO SUPPLY MOTION INDUSTRIES INC NAPA AUTO PARTS NORCO INC NOVUS AUTO GLASS OLIN CORPORATION OLYMPIC FOUNDRY INC OWEN EQUIPMENT CO PACIFIC NW EMERGENCY EQUIPME PACIFIC PETROLEUM & SUPPLY PACWEST MACHINERY LLC PAPE MACHINERY INC PATRIOT FIRE PROTECTION INC POWER MACHINE SERVICE INC PREMERA BLUE CROSS OR REHN & ASSOCIATES RIVER PARK SQUARE LLC RWC INTERNATIONAL LTD BRANDSAFWAY SERVICES INC SJC CONSULTANT & ASSOCIATES	488.75	
80070286	RWC INTERNATIONAL LTD	121.45	
80070287	BRANDSAFWAY SERVICES INC	13,997.98	
80070288	SJC CONSULTANT & ASSOCIATES	7,650.00	
		-	

REPORT: PG3640 SYSTEM: FMSAP

50.00

DATE: 10/21/19

TIME: 07:36

USER: MANAGER RUN NO: 42		PAGE:	7
CHECK # VENDOR	CITY	LIBRARY	PARKS
80070289 SOLID WASTE SYSTEMS INC 80070290 SPOKANE HOUSE OF HOSE INC 80070291 SPOKANE INT'L AIRPORT 80070292 TACOMA SCREW PRODUCTS INC 80070293 TALISMAN CONSTRUCTION 80070294 TESTAMERICA LABORATORIES INC 80070295 TITAN TRUCK EQUIPMENT 80070296 US BANK TRAVEL CARD 80070297 US BANK OR CITY TREASURER 80070298 US DOSIMETRY TECHNOLOGY INC 80070299 VERIZON WIRELESS 80070300 WALKER CONSTRUCTION INC 80070301 WENDLE FORD NISSAN ISUZU 80070302 WCP SOLUTIONS 80070303 DOBBS HEAVY DUTY HOLDINGS LL 80070304 WESTERN STATES EQUIPMENT CO	$267.90 \\ 472.85 \\ 357.48 \\ 76,947.30 \\ 172.50 \\ 255.92 \\ 32,997.82 \\ 16,093.06 \\ 929.33 \\ 3,617.34 \\ 109.05 \\ 452.32 \\ 1,989.33 \\ $	922.96	3,870.08
80070305 WINGFOOT COMMERCIAL TIRE	2,358.77		

CITY OF SPOKANE

CUTY OF SFORMEL COUNCIL CHECK RANGE/TOTAL

80070306	SHAMROCK AUTOMOTIVE CHRISTOPHER AVERYT CORY DAY TRAVIS REILLY	417.85	
80070307	CHRISTOPHER AVERYT	35.00	
80070308	CORY DAY	180.00	
80070309	TRAVIS REILLY	174.23	
80070310	ABM JANITORIAL SERVICES SOUT	3,055.41	
80070311	ACTION MATERIALS		529.02
80070312	ADAMS & CLARK INC	6,370.74	
80070313	ALCOHOL MONITORING SYSTEMS I	16,871.67	
	ALPINE BISTRO & BAKERY CO		326.48
80070315	ALTA SCIENCE & ENGINEERING I	52,442.22	
80070316	NORTHWEST INDUSTRIAL SERVICE	195 00	
80070317	APOLLO INC	170,195.52	
80070318	APOLLO INC BARR-TECH LLC BATTERY SYSTEMS INC CAFFE D'ARTE LLC CATHOLIC CHARITIES		718.70
80070319	BATTERY SYSTEMS INC	994.94	
80070320	CAFFE D'ARTE LLC		225.00
80070321	CATHOLIC CHARITIES CINTAS CORPORATION NO 3		
	CITY SERVICE VALCON LLC		4,777.07
80070324	COLUMBIA ELECTRIC SUPPLY/DIV	3,145.64	
80070325	COLUMBIA ELECTRIC SUPPLY/DIV CONNELL OIL INC	1,156.21	
80070326	STEVE CONNER		5,312.41
80070327	CONTRACT DESIGN ASSOCIATES I	1,522.29	
	COPIERS NORTHWEST INC		
	CREEK AT QUALCHAN GOLF COURS		749.99
80070330	DEVRIES INFORMATION MANAGEME	102.00	
80070331	JIM'S TRANSFER INC DBA DEVRI	1,450.00	
	DICK IRVIN INC.	1,969.61	
80070333	DOWNTOWN SPOKANE PARTNERSHIP	126,385.67	
80070334	DUNCAN PARKING TECHNOLOGIES	4,647.50	
80070335	EVERGREEN STATE TOWING LLC	512.92	
80070336	FASTENAL CO	93.76	
80070337	FIKES NORTHWEST INC/DIV OF	47.49	
80070338	FIREPOWER INC	336.51	
80070339	EVERGREEN STATE TOWING LLC FASTENAL CO FIKES NORTHWEST INC/DIV OF FIREPOWER INC GALLS LLC	487.88	
80070340	GORDON TRUCK CENTERS INC DBA	1,160.05	
80070341	GRAINGER INC	161.69	

REPORT: PG3640 CITY SYSTEM: FMSAP COUNCIL C USER: MANAGER RUN NO: 42	OF SPOKANE HECK RANGE/TOTAL		07:36
CHECK # VENDOR	CITY	LIBRARY	PARKS
80070342 HDR ENGINEERING INC			
80070343 HORIZON DISTRIBUTION INC			5,133.37
80070344 INCAPSULATE LLC	59,800.00		
80070345 KENWORTH SALES COMPANY	1,813.01		
80070346 KOFF & ASSOCIATES	4,930.00		
80070347 MATTHEW BENDER & CO INC	31.85		
80070348 MOTION AUTO SUPPLY			
	132.99		
80070350 NATIONAL COLOR GRAPHICS INC			254.83
80070351 NEW HORIZONS COMPUTER LEARN	I 2,380.00		
80070352 NEXUS INLAND NW			83.25
	91.02		
80070354 OCCUPATIONAL MEDICINE			
80070355 OIL RE-REFINING CO INC	440.00		
80070356 OXARC INC			5,821.63
80070357 PAPE MACHINERY INC	805.54		
80070358 PARTNERS WITH FAMILIES &			
80070359 PROVOST PROFESSIONAL	437.00		
80070360 SALEM LUTHERAN CHURCH			
80070361 SANDBAGGERS CLUB LLC			576.95
80070362 SECOND HARVEST FOOD BANK OF			

80070363 SHAMROCK PAVING CO/DIV OF		433.69
80070364 SHI CORP	81.72	455.05
80070365 SOLID WASTE SYSTEMS INC		
80070366 SPOKANE HOUSE OF HOSE INC	35.68	
80070367 STANTEC CONSULTING SERVICES		
80070368 T S T COLE MANAGEMENT INC		2,122.25
80070369 TACOMA SCREW PRODUCTS INC	701.87	,
80070370 LARRY TANGEN	448.50	
80070371 TITAN TRUCK EQUIPMENT	451.04	
80070372 TREATMENT LLC		4,025.00
80070373 US BANK	5,648.75	
80070374 UTILITY TRAILER SALES OF IDA		1,317.69
80070375 VERIZON WIRELESS	124.84	
80070376 VOLUNTEERS OF AMERICA OF		
80070377 WA STATE CRIMINAL JUSTICE	600.00	
80070378 WA STATE DEPT/TRANSPORTATION	73.56	
80070379 WA STATE DEPT OF CORRECTIONS	576.00	
80070380 WATERTRONICS LLC		106,186.21
80070381 WENDLE FORD NISSAN ISUZU	1,042.39	
80070382 WESLEY HOWARD MORRIS 80070383 WEST CENTRAL COMMUNITY	760.00	
80070383 WEST CENTRAL COMMUNITY	30,783.34	
80070384 WESTERN EQUIPMENT DISTRIBUTO		974.78
80070385 DOBBS HEAVY DUTY HOLDINGS LL	1,172.48	
80070386 WESTERN STATES EQUIPMENT CO	138.17	
800/038/ WILBUR ELLIS COMPANY		5,882.24
80070388 ZAMPELL REFRACTORIES INC	625.09	
80070389 MICHAEL CAMBARERI		305.66
	88.74	
80070391 NICHOLAS ANTHONY FEDERICI	2,500.00	
80070392 JONATHAN MOOG		330.00
80070393 CHARLIE WOLFF	77.48	
80070394 NORTHWEST INDUSTRIAL SERVICE	333.29	

REPORT: P SYSTEM: P USER: MAN RUN NO: 4	FMSAP COUNCIL CHE NAGER	F SPOKANE CK RANGE/TOTAL		07:36
CHECK #	VENDOR	CITY	LIBRARY	PARKS
	AMPD ENTERTAINMENT LLC			4,889.07
80070396	AZTECA SYSTEMS INC	400.00		
80070397	AZTECA SYSTEMS INC BACON CONCRETE INC	165,990.94		
80070398	BANK OF NEW YORK MELLON	250.00		
80070399	BANNER FURNACE & FUEL	196.67		
80070400	BROADWAY INDUSTRIAL SUPPLY L	147.02		
80070401	CAMERON-REILLY LLC	211,517.23		
	CATHOLIC CHARITIES			
	CINTAS CORPORATION NO 3			
80070404	CITY SERVICE VALCON LLC	3,609.39		
	COPIERS NORTHWEST INC	15,900.22		
80070406		1,600.33		
80070407	ENTERPRISE FM TRUST			2,775.51
80070408	FASTENAL CO	467.86		
80070409	SARAH FAZENDIN			200.00
	FRANCIS AVENUE HARDWARE			
80070411	GENERAL KINEMATICS CORPORATI	1,486.29		
80070412	GORDON TRUCK CENTERS INC DBA	62.45		
80070413	KAISER FOUNDATION HEALTH PLA	153,655.71		
	DANIEL HALL			400.00
	HALME CONSTRUCTION INC			
	HORIZON DISTRIBUTORS			
80070417	INLAND ENVIRONMENTAL RESOURC	6,355.95		
80070418	KEN DAVIS LAWN & TREE CAR	217.80		
	PHILIP HAMILTON LAMB			450.00

80070420 MR CAR WASH	88.00		
80070421 MUNICIPAL EMERGENCY SERVICES	9,241.73		
80070422 NALCO CO	1,197.90		
80070423 NON SLIP TECHNOLOGY INC	3,841.99		
80070424 NORCO INC	738.56		
80070425 PACIFIC POWER GROUP LLC	28.10		
80070426 PRO MECHANICAL SERVICES INC	1,314.97		
80070427 SHERWIN WILLIAMS CO	359.70		
80070428 SPOKANE NEIGHBORHOOD ACTION			
80070429 T LARIVIERE EQUIPMENT &	312,282.29		
80070430 CHESTER JOHN CASKEY			1,243.75
80070431 UNIFIRE POWER BLOWERS INC			
80070432 VERIZON WIRELESS 80070433 WALL AND COMPANY LLC	29,277.23		
80070433 WALL AND COMPANY LLC	509.18		
80070434 WASHINGTON DENTAL SERVICE OR	29,223.31		
80070435 WUTKE LLC	2,095.56		
80070436 BENJAMIN SUMMERS	281.03		
	9,593,168.99	97,188.73	268,766.89
	CITYWIDE	TOTAL:	

POKANE Agenda She	et for City Council M	leeting of:	Date Rec'd	10/23/2019
10/28/2019			Clerk's File	# CPR 2019-0003
			Renews #	
Submitting Dept	ACCOUNTING		Cross Ref #	
Contact Name/Phon	e MICHELLE HUGHES 6	6320	Project #	
Contact E-Mail	MHUGHES@SPOKANEC	CITY.ORG	Bid #	
Agenda Item Type	Claim Item		Requisition	#
Agenda Item Name	5600-ACCOUNTING-PA	YROLL	_	
Summary (Backgrou N/A	<u>ind)</u>			
	related? NO c Works? NO	Budget Ad	<u>ccount</u>	
Public	Works? NO	Budget A	<u>ccount</u>	
Public Expense \$ 7,064,985.1	Works? NO		<u>ccount</u>	
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Public Expense \$ 7,064,985.1 Select \$ Select \$ Approvals Dept Head Division Director Finance Legal For the Mayor Additional Approvals Public	4 HUGHES, MICHELLE STOPHER, SALLY HUGHES, MICHELLE DALTON, PAT ORMSBY, MICHAEL	# N/A # # # <u>Council N</u> <u>Study Sess</u> <u>Other</u>	otifications ion	

PAYROLL RECAP BY FUND PAY PERIOD ENDING OCTOBER 19, 2019

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	8,252.41
0230	CIVIL SERVICE	31,737.72
0260	CITY CLERK	15,969.22
0320		36,525.63
0330 0370	PUBLIC AFFAIRS / COMMUNICATIONS ENGINEERING SERVICES	22,833.13 182,485.59
0370	FINANCE	15,338.08
	-	,
0430	GRANTS MNGMT & FINANCIAL ASSIST	12,840.80
0450	CD/HS DIVISION	5,352.00
0470	HISTORIC PRESERVATION	6,011.20
0500	LEGAL	115,009.41
0520	MAYOR	26,597.92
0550	NEIGHBORHOOD SERVICES	9,259.20
05601	MUNICIPAL COURT	109,862.55
05602	PARKING VIOLATIONS	0.00
0570	OFFICE OF HEARING EXAMINER	6,202.40
0620	HUMAN RESOURCES	27,352.82
0650	PLANNING SERVICES	42,829.74
0680	POLICE	1,525,698.55
0690	PROBATION SERVICES	36,510.42
0700	PUBLIC DEFENDERS	81,258.06
0750	ECONOMIC DEVELOPMENT	3,287.20
0860	TREASURER	19,517.60
	TOTAL GENERAL FUND	2,340,731.65

FUND	FUND NAME	TOTAL
1100	STREET	297,014.49
1200	CODE ENFORCEMENT	46,861.28
1300	LIBRARY	193,424.71
1390	URBAN FORESTRY FUND	0.00
1400	PARKS AND RECREATION	336,343.33
1460	PARKING METER	38,883.76
1510	LAW ENFORCEMENT INFO SYSTEM FUND	3,956.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	29,726.73
1630	COMBINED COMMUNICATIONS CENTER	19,781.78
1680	CD/HS	55,475.52
1970	EMS FUND	1,410,434.40
4100	WATER	432,970.12
4250	INTEGRATED CAPITAL FUND	53,377.06
4300	SEWER	503,698.81
4480	REFUSE	276,839.89
4490	SOLID WASTE	264,331.62
4530	LANDFILLS	3,095.20
4600	GOLF	46,158.50
4700	GENERAL SERVICES FUND	144,721.03
5100	FLEET SERVICE	87,592.16
5200	PUBLIC WORKS & UTILITY FUND	45,491.04
5300	MIS	163,797.39
5400	REPROGRAPHICS	8,675.20
5500	PURCHASING	18,386.00
5600	ACCOUNTING SERVICES	103,656.87
5700	MY SPOKANE	26,689.41
5750	PROJECT MANAGEMENT OFFICE	19,734.40
5810	WORKER'S COMPENSATION	14,108.00
5830	SELF-FUNDED MEDICAL/DENTAL	10,745.02
5900	ASSET MANAGEMENT	24,994.09
6060	CITY RETIREMENT	10,700.01
6750	REGIONAL PLAN	32,589.67

TOTAL

7,064,985.14

MINUTES OF SPOKANE CITY COUNCIL

Monday, October 7, 2019

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:30 p.m. in the Council Briefing Center in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

Roll Call

On present, Council President Stuckart and Council Members Beggs, Burke, Fagan, Kinnear, Mumm, and Stratton were present.

City Attorney Mike Ormsby, City Council Policy Advisor Brian McClatchey, and Acting City Clerk Laurie Farnsworth were also present on the dais.

Advance Agenda Review

The City Council received an overview from staff on the October 14, 2019, Advance Agenda items.

Action to Approve October 14, 2019, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the October 14, 2019, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

Motion by Council Member Fagan, seconded by Council Member Burke, **to approve** the Advance Agenda for Monday, October 14, 2019; **carried unanimously.**

Current Agenda Review

The City Council considered the October 7, 2019, Current Agenda items.

CONSENT AGENDA

Upon motion by Council Member Fagan, and seconded by Council Member Burke, the City Council unanimously approved Staff Recommendations for the following items:

Contract with Vermeer Rocky Mountain (Spokane, WA) for McLaughlin MCL-10H Pit Launched Directional Drill with Digital Control F2 Locating System—\$82,311.89 (incl. tax). (OPR 2019-0809 / BID 5158-19)

Contract Amendment with Bernardo Wills Architects (Spokane, WA) to complete construction phase services for CSO Basin 26 Control Facility project—increase of \$25,160. Total Contract Cost: \$139,980.50. (OPR 2017-0528 / ENG 2010088)

Contract with Keller Rohrback, LLP (Seattle, WA) for provide legal services in conjunction with recovery efforts for damages from the manufacturers and distributors of opioid based prescriptions. (OPR 2019-0810)

Agreement with Washington State Department of Transportation to install conduit for City of Spokane use as part of the Trent Avenue Bridge replacement—\$117,652. (OPR 2019-0811)

Contract with FCS Group (Redmond, WA) for rate structure analysis of the Water, Sewer, and Stormwater utilities—not to exceed \$260,000 (incl. tax.). (OPR 2019-0812)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through September 27, 2019, total \$8,825,278.66, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$7,591,222.01. ACH Payment Nos 67940-68457 (Check Nos. 69227-69500) (CPR 2019-0002)

Council Recess/Executive Session

The City Council adjourned at 3:50 p.m. The City Council did not hold an Executive Session. The City Council reconvened again at 6:00 p.m. for the Legislative Session.

LEGISLATIVE SESSION

Pledge of Allegiance

The Pledge of Allegiance was led by Girl Scouts of America.

Roll Call

Council President Stuckart, Council Members Beggs, Burke, Fagan, Kinnear, Mumm, and Stratton were present.

City Council Policy Advisor Brian McClatchey and Acting City Clerk Laurie Farnsworth were also present on the dais.

MAYORAL PROCLAMATIONS

October 2019 Cyber Security Awareness Month

Council Member Kinnear read the proclamation and presented it to Dan Wordell of the City's Innovation and Technology Services Department. Mr. Wordell spoke about the need for cyber security awareness and for citizens to be educated about and learn how

to avoid being victims of cybercrime. The City of Spokane is engaged in the National Public Awareness Campaign: "Stop – Think – Connect," and Mr. Wordell stressed that every individual is key is in participating in this effort.

October 2019 Safe Infant Sleep Awareness Month

Council Member Fagan read the proclamation and presented it to Liz Montgomery of the Northwest Infant Survival & SIDS Alliance (NISSA). Ms. Montgomery provided information and statistics regarding the number of SIDS-related infant deaths in Spokane County. She shared safe practices for safe infant sleep for parents and households with infants and identified the practices that heighten the risk of SIDS. She also advised of the other services provided by NISSA.

October 12, 2019 Celebrate 30 Years Barbershop with the Spirit of Spokane Chorus Day

Council Member Mumm read the proclamation and presented it to the Spirit of Spokane Chorus. Cherie Letts, Chair of the upcoming anniversary show "Celebrate," introduced the chorus which is a multi-award chapter of the Sweet Adelines. The "Celebrate" anniversary show is Saturday, October 12, at 7:00 p.m. at Riverside Place. Four local barbershop chorus groups will also be performing as part of the show. Tickets are \$20 at the door or online at brownpapertickets.com. The chorus then performed for the City Council and the audience.

COUNCIL SALUTATION

October 11, 2019 International Day of the Girl

Council Member Stratton read the salutation which emphasized that the International Day of the Girl was established by the United Nations recognizing the rights of women and girls. The theme of International Day of the Girl is "Girl Force – Unscripted and Unstoppable." Some of the issues include girls' education, protection against genderbased violence, self-esteem, and encouragement for girls to stand up for their rights. Representatives from the local Spokane Girl Scouts were in attendance (and led the Pledge of Allegiance at the beginning of the meeting). Council Member Stratton acknowledged the girls and young women, and Katelin, one of the representatives who has been a member of the Girl Scouts for ten years, spoke about the many positive impacts that have come from being a member of the organization. The CEO of Girl Scouts, Brian Newberry, then thanked the City Council for acknowledging the girls. Mr. Newberry shared the accomplishments of the local Girl Scouts and that they are number five out of 111 Councils in the United States for membership growth. The Girls Scouts then presented each of the City Council members with gold coins which thanks them for their golden leadership and leading the way. There was no **Administrative Report**.

COUNCIL COMMITTEE REPORTS Public Safety Committee Meeting

Council Member Kinnear reported on the Public Safety Committee meeting held earlier today (October 7, 2019). Minutes of the Public Safety Committee meetings are filed with the City Clerk's Office and are available for review following approval by the Public Safety Committee.

There were no **Board and Commission appointments.**

OPEN FORUM

James Earl spoke about businesses in Spokane that are not family-friendly and other matters.

Rick Bocook spoke about security at the STA Plaza and the 14th Amendment.

Matt Judy remarked about camping in cars and the long response by the City to address the issue.

Dave Bilsland spoke about homelessness and the need to stop evictions.

Lou Cox commented about their NRO leaving, the need for more police on the force, long Code Enforcement response times, and the need for more training for some 911 dispatchers.

Raymond Vanderlane spoke about the goal to start a new non-profit business that provides a cleaning service for bed-bug infestation and at the same time would provide employment opportunities.

Michael McGuire remarked about the need for homeless shelters and that the City should finance services at the House of Charity.

Cherrie Barnett spoke about the condition of the United States Constitution and other matters.

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCE Special Budget Ordinance C35817

Public Works and Utilities Division Director Scott Simmons provided an overview of Special Budget Ordinance C35817. There was an opportunity for public testimony, with one individual requesting to speak. Subsequently, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed** Special Budget Ordinance C35817 amending Ordinance No. C35703 passed by the City Council December 10, 2018, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Fleet Services Fund FROM: Central Service Center, \$3,497,576; TO: Various Accounts, same amount.

(This action budgets to cover increased costs and increased repairs that have not been budgeted adequately over the last few years.)

There were no **Emergency Ordinances**.

RESOLUTIONS

For Council action on Resolutions 2019-0078 and 2019-0080, see section of minutes following Council's consideration of Resolutions 2019-0083 through 2019-0086.

RES 2019-0082 (OPR 2019-0813)

Subsequent to Council commentary and the opportunity for public testimony, with one individual requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council adopted Resolution 2019-0082 declaring Asea Brown Boveri Limited (ABB) who owns the

patented software known as ABB ServiceGrid which is used to enhance the overall operational effectiveness and reduce maintenance costs at the City's Waste To Energy (WTE) Facility as sole source and thus **a**uthorizing its purchase from Asea Brown Boveri Limited (ABB), of Zurich, Switzerland, for the Waste to Energy Facility from January 1, 2020, through December 31, 2024—estimated cost for five years of \$1,350,000 (excl. tax).

Resolutions 2019-0083 through 2019-0086 – Joint Resolutions with Spokane County

The City Council considered Resolutions 2019-0083 through 2019-0086. Subsequent to commentary by Airport Director Larry Krauter, public testimony from one individual (pertaining to Resolution 2019-0083), and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted** the following Resolutions:

- **RES 2019-0083** Granting a Non-Exclusive Access and Utility Easement to the City of Spokane for Sewer Line purpose.
- **RES 2019-0084** Authorizing the Airport Board to sell property identified as Spokane County Assessor's Parcel Nos. 15344.0102, 15344.0103, 15344.0104, 15344.0105, 15344.0106, 15344.0107, 15344.0108, 15344.0109, 15344.0110, 15344.0111 and 15344.0113.
- **RES 2019-0085** Joint Resolution with Spokane County authorizing the Airport Board to sell property identified as Spokane County Assessor Parcels 15362.0025, 15362.0026, 15362.0027 and 15362.0028.
- **RES 2019-0086** Joint Resolution amending the Airport Joint Operation Agreement between Spokane County and the City of Spokane.

RES 2019-0078 (Deferred from September 30, 2019, Agenda)

Subsequent to Council commentary and public testimony from one individual, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2019-0078** declaring Rockwell Automation/Allen Bradley as a sole source provider of software, hardware and services for equipment at various City Utility Division sites and authorizing a Value Blanket Order for purchase from Columbia Electric Supply of Spokane, Washington, for Rockwell Automation/Allen-Bradley products to be used by multiple departments, for a five (5) year period without public bidding—annual estimated expenditure \$2,000,000 (incl. tax).

RES 2019-0080 (deferred from September 30, 2019, Agenda)

Subsequent to Council commentary and public testimony, the following action was taken:

Upon Unanimous Roll Call Vote the City Council adopted Resolution

2019-0080 providing for the issuance and sale of a Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$2,500,000; establishing an interfund loan facility from the Spokane Investment Pool to finance capital needs for improvements to Esmerelda Golf Course; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

There were no **Final Reading Ordinances.** (<u>Clerical Note</u>: Due to a clerical error, Final Reading Ordinance C35816 was inadvertently left off of the October 7, 2019, Agenda. It, therefore, was placed on the October 14, 2019, City Council Legislative Agenda for Final Reading.)

FIRST READING ORDINANCES

For Council action on First Reading Ordinances C35818, C35819, and C35820, see section of minutes under "Hearings."

HEARINGS

Hearing on Vacation of a Portion of Unused Right-of-Ways Southeast of the Intersection of Cedar Road and Cheney-Spokane Road and Related First Reading Ordinance C35818

The City Council held a hearing on the vacation of a portion of unused right-of-ways southeast of the intersection of Cedar Road and Cheney-Spokane Road, as requested by Molly Kingston. No individuals requested to speak on the matter. Subsequent to Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **approved, subject to conditions,** the vacation of a portion of unused right-of-ways southeast of the intersection of Cedar Road and Cheney-Spokane Road, as requested by Molly Kingston.

In conjunction with the Hearing, Ordinance C35818—vacating a portion of unused rightof-ways southeast of the intersection at Cedar Road and Cheney-Spokane Road—was read for the first time, with further action deferred.

Hearing on the Vacation of Alameda Court and Related First Reading Ordinance C35819

The City Council held a hearing on the vacation of Alameda Court east of Center Court except the west 100 feet, as requested by Community Frameworks. Public testimony was received, with one individual requesting to speak. Council commentary was held, with response by City staff. Council President Stuckart entertained a motion to waive the \$26,000 (\$26,349.79) fee (associated with the vacation), as allowed the law. The following actions were taken:

Motion by Council Member Fagan, seconded by Council Member Stratton, **to waive** the \$26,000 (\$26,349.79) fee (associated with the vacation); **carried unanimously.**

Upon Unanimous Roll Call Vote, the City Council **approved**, **subject to conditions**, the vacation of Alameda Court east of Center Court except the west 100 feet.

In conjunction with the Hearing, Ordinance C35819—vacating Alameda Court east of Center Court except the west 100 feet—was read for the first time, with further action deferred.

Hearing on the Vacation of Cataldo Avenue and a Portion of Dean Avenue and Related First Reading Ordinance C35820

The City Council held a hearing on the vacation of Cataldo Avenue and a portion of Dean Avenue between Washington and Howard Streets, as requested by Spokane Public Facilities District. Council President Stuckart indicated the recommendation is to learn more, hear from people, and then have a motion to leave the hearing open until October 28 in order to work through everything (as it pertains to the vacation). Chad Heimbigner with Coffman Engineers reported on the access associated with the Sportsplex Project as it relates to the Cataldo Avenue right-of-way vacation. Council inquiry and commentary was held, with response by Mr. Heimbigner and other representatives requesting the vacation. Public testimony was then received and the following action was taken:

Motion by Council Member Beggs, seconded by Council Member Kinnear, **to keep the hearing open and defer** further hearing (on the vacation) until October 28 (and accept first reading of Ordinance C35820); **carried unanimously.**

In conjunction with the Hearing, Ordinance C35820—vacating Cataldo Avenue and a portion of Dean Avenue between Washington and Howard Streets—was read for the first time, with further action deferred.

No individuals spoke during the **Second Open Forum**.

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 7:50 p.m. The City Council is adjourned to October 14, 2019.

Minutes prepared and submitted for publication in the October 23, 2019, issue of the *Official Gazette*.

Terri Pfister Spokane City Clerk

Approved by Spokane City Council on _____, 2019.

Ben Stuckart City Council President

MINUTES OF SPOKANE CITY COUNCIL

Monday, October 14, 2019

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:30 p.m. in the Council Briefing Center in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

Roll Call

On present, Council President Stuckart and Council Members Beggs, Burke, Fagan, Kinnear, and Stratton were present. Council Member Candice Mumm was absent.

City Attorney Mike Ormsby, City Council Policy Advisor Brian McClatchey, and City Clerk Terri Pfister were also present on the dais.

Advance Agenda Review

The City Council received an overview from staff on the October 21, 2019, Advance Agenda items.

Action to Approve October 21, 2019, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the October 21, 2019, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

Motion by Council Member Fagan, seconded by Council Member Kinnear, **to approve** the Advance Agenda for Monday, October 21, 2019; **carried unanimously (Council Member Mumm absent).**

Current Agenda Review

The City Council considered the October 14, 2019, Current Agenda items.

CONSENT AGENDA

Upon motion by Council Member Fagan, and seconded by Council Member Burke, the City Council unanimously (Council Member Mumm absent) approved Staff Recommendations for the following items:

Value blanket with Airgas Specialty Products (Lawrenceville, GA) for anhydrous ammonia from January 1, 2020 through December 31, 2022–\$696,000 (incl. tax)–\$696,000 (incl. tax). (OPR 2019-0841)

Contract Amendment and Extension with 5 Star Testing, Inc. for ultrasonic thickness testing on boiler tubes:

- a. Additional \$45,000 for existing contract ending October 29, 2019. (OPR 2017-0660 / RFP 4390-17)
- b. Extension 1 of 3 from October 30, 2019, through October 29, 2020–\$148,000. (OPR 2017-0660 / RFP 4390-17)

Contract with K&N Electric Motors for the purchase and installation of a trash rake system utilized to clean the intake grates of small to large brush and river debris at Upriver Powerhouse #1—\$811,000 plus 10% administrative reserve \$81,100. Total contract amount \$892,000. (OPR 2019-0842 / ITB 5137-19)

Recommendations to list on the Spokane Register of Historical Places:

- a. Moye House, 1224 W. 11th Avenue on the Spokane Register of Historic Places. (OPR 2019-0843)
- b. Ripoli-Scarpelli Building, 2012-2014 E. Sprague Avenue. (OPR 2019-0844)

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court—Revenue of \$120,050. (OPR 2019-0845)

Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2019–Revenue of \$100,000. (OPR 2019-0846)

Accept grant award from Department of Justice CFDA 16.738 from October 1, 2018, through September 30, 2022—\$76,688, City of Spokane and \$62,744 for Spokane County. Total award: \$139,432. (OPR 2019-0847)

Permission to enter pilot program with Enterprise Fleet Management to replace aging vehicles through a lease to own program for Parks and Recreation. (OPR 2019-0848)

Approval of Interlocal Agreement between City of Spokane and Spokane County to use the Courthouse Annex space for Spokane Municipal Court through December 31, 2020-\$220,000. (OPR 2019-0849)

Memorandum of Understanding between Spokane County and the City of Spokane to pay half of the salaries and operating expenses for the Spokane County Law and Justice Department—\$200,000. (OPR 2019-0850)

Interagency agreement between Spokane Fire Department and Washington State Patrol to allow for mobilization reimbursements through December 31, 2023. (OPR 2019-0851)

Agreement with SREC to provide back-up Fire dispatch services to the City of Spokane— Not to exceed \$100,000. (OPR 2019-0852)

Contract with Wingfoot Commercial Tire Systems, LLC using Washington State Contract 00519 for tire services for Fleet Services—Annual cost: \$150,000. (OPR 2019-0855)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through October 7, 2019, total \$6,185,929.91 with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$5,235,644.75 (ACH Payment Nos 67940-68457; Check Nos. 564835-565104). (CPR 2019-0002)

Payroll claims of previously approved obligations through October 5, 2019: \$7,375,207.28. (Check Nos. 555002-555152) (OPR 2019-0003)

Council Recess/Executive Session

The City Council adjourned at 3:59 p.m. No Executive Session was held. The City Council reconvened again at 6:00 p.m. for the Legislative Session.

LEGISLATIVE SESSION

Pledge of Allegiance

The Pledge of Allegiance was led by Boy Scout Troop 218.

There was no **Poetry at the Podium.**

Roll Call

Council President Stuckart, Council Members Beggs, Burke, Fagan, Kinnear, and Stratton were present. Council Member Mumm was absent.

City Council Policy Advisor Brian McClatchey and City Clerk Terri Pfister were also present on the dais.

MAYORAL PROCLAMATION

Month of October Breast Cancer Awareness Month

Council Member Fagan read the proclamation. October is National Breast Cancer Awareness Month, and we display pink ribbons and wear pink clothing to raise awareness and support for those courageously fighting and surviving breast cancer in honor of those who live in our memories. Every Woman Can is a regionally based organization that provides advocacy, awareness, and funding throughout the Inland Northwest and provides education to encourage women at age 25 to undergo a formal risk assessment for breast cancer and at age 40 get a yearly mammogram. The 225-foot Steam Plant stacks are an iconic and historic image within Spokane and will be lit in pink in order to shine throughout our region to lift up survivors, fighters, and their families and friends who are a source of big love and support and recognize the efforts of medical professionals who provide health and treatment. The proclamation encourages all citizens to wear pink and support the cause and become involved in breast cancer awareness to prevent breast cancer death through increased education and regular screenings.

There was no **Administrative Report**.

BOARDS AND COMMISSIONS

Spokane Human Rights Commission (CPR 1991-0068)

Upon Unanimous Voice Vote (in the affirmative), the City Council (with Council Member Mumm absent) **approved** (and thereby confirmed) the appointment of Hayley Harrison to a three-year term, from October 15, 2019, to October 15, 2022.

ANNUAL MAYORAL STATEMENT OF THE CONDITIONS AND AFFAIRS OF THE CITY

Mayor Condon presented the Annual Mayoral Statement of the Conditions and Affairs of the City. See attachment to these minutes for the Annual Mayoral Statement of the Conditions and Affairs of the City.

There were no **Council Committee Reports**.

OPEN FORUM

Kevin Oxley, accompanied by Essadora Tobacchi, stated he runs the free handyman service for disabled veterans thrift store next to the VA Hospital. He noted they are doing a promotion this year – the first annual "Warming Spokane" clothing drive. They are holding an event this Saturday between 11 a.m. and 5 p.m. and they are collecting blankets and jackets for veterans and their families and the warming and homeless centers in Spokane.

Aaron Miller remarked on an incident he had with homeless individuals and commented on homelessness and stated the homeless should not be jailed.

Laura Renz, who was accompanied by two other individuals from the Northwest Service Dog Alliance, commented on the challenges service dog handlers face in the community.

She presented certificates of appreciation to each council member for all their time and effort spent on helping the service dog community over the past few years and finding solutions for all.

Kristine Schuler referenced an article in the newspaper indicating 75 percent of kindergarten kids in the Spokane area are not ready for kindergarten. She remarked that the Library has a policy they do not have Spokane Public School text books and stated the Library should have the exact books that our children are learning from in school.

Mercy Aguilar remarked on homelessness and stated she does not think criminalizing the homeless is the right solution.

LEGISLATIVE AGENDA

There were no **Special Budget Ordinances**.

There were no **Emergency Ordinances**.

RESOLUTIONS

Resolutions 2019-0088 and 2019-0089

Subsequent to Council commentary and the opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote (Council Member Mumm absent), the City Council **adopted** the following Resolutions:

- **RES 2019-0088** Recognizing the 2019 Downtown Parking Study and appendices as an evaluation of the existing parking system, a six-year plan, and a set of recommendations designed to facilitate growth and activity downtown, while making parking more convenient and user-friendly for residents, businesses, employees, and visitors.
- **RES 2019-0089** Recognizing the University District Parking Study, Phase One Final Report as an evaluation of the current inventory in the University District, issues, challenges,

potential opportunity areas as well as an initial solicitation of community feedback.

FINAL READING ORDINANCES Final Reading Ordinance C35816

Subsequent to Council commentary and the opportunity for public testimony, with one individual requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote (Council Member Mumm absent), the City Council **passed Final Reading Ordinance C35816 r**elating to the Fire Code Advisory and Appeals Board; amending SMC sections 1.02.080, 17F.010.020, 17F.010.030, 17F.080.040, 17F.080.080, 17G.050.070 and 17G.060.210 and repealing chapter 4.08 of the Spokane Municipal Code.

There were no First Reading Ordinances.

There were no **Special Considerations**.

There were no Hearings.

No individuals spoke during the **Second Open Forum**.

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 6:47 p.m. The City Council is adjourned to October 21, 2019.

Minutes prepared and submitted for publication in the October 23, 2019, issue of the *Official Gazette*.

Terri Pfister Spokane City Clerk

Approved by Spokane City Council on _____, 2019.

Ben Stuckart City Council President

ATTACHMENT TO OCTOBER 14, 2019, MINUTES OF SPOKANE CITY COUNCIL

Spokane Mayor David Condon

Statement of Conditions and Affairs

Monday, October 14, 2019 at 6 p.m. City Council Chambers, Lower Level of City Hall

Good evening Council President and members of the City Council.

To those of you watching at home on Channel 5 and online, and with us here in the Council Chambers, welcome and thank you for joining us for the City Council meeting and for this annual address.

Today, according to the Spokane City Charter, Article IV, Section 24, I hereby fulfill my duty as mayor to annually, at the second meeting of the City Council in October, communicate a statement of the conditions and affairs of the city.

The condition of the City is stable, and we remain optimistic about our future. Through strict adherence to our budget principles, we have maintained significant financial stability at the City over the last several years. However, this balance must not be taken for granted, and we recommend caution and vigilance to ensure the future financial health of our City.

Appropriately, I will spend some time talking with you this evening about plans for the upcoming budget and provide you with some highlights of our employee's work so far this year.

But I first want to back up, to the year 2001, when the City Council adopted the Comprehensive Plan - a 1,000 page 20-year guide for the City's development and growth. In the introduction, the Plan states that "The ability to make a decision of choice - to select from options - is one of the things people most value."

While 2001 may not seem that long ago, to put it in perspective, it is the year Apple released the revolutionary iPod with a capacity for 1,000 songs, a gallon of gas cost \$1.50, and the first Harry Potter movie was released – well today little Harry Potter is 30 years old and instead of iPods, Apple is releasing the iPhone 11 with 3 cameras and enough space to hold 14,000 songs.

But unlike our technology, one thing hasn't changed – our citizens want to live in the City of Choice. And that is why our Joint Administration-Council Strategic Plan, One Spokane, is so important to our community. While we have the long-term guidance of the Comprehensive Plan, like the rapid growth of technology, we need to be flexible and ready to shift with the changing tides of innovation.

One Spokane is today's solution to the Comprehensive Plan's two desired achievements -1) increase value throughout the city, and 2) to economically re-integrate the urban area to create an income profile within the city that is characteristic of healthy places.

We have aligned the One Spokane plan to build upon the Comprehensive Plan guidelines – to be the safest city of our size, an innovative leader in cost-effective service delivery, and unequaled in living, learning and leisure. The innovative, forward-thinking One Spokane strategic plan lays out four high-level goals:

To build and effectively manage innovative infrastructure that supports community accessibility, mobility, and resiliency.

Create a safe, healthy, supportive environment for City of Spokane residents, business, and visitors.

Strengthen the Urban Experience to promote significant growth that connects people to place and builds upon cultural, historical, and natural resource assets.

And use strategies to make sustainable financial decisions that support strategic goals, deliver excellent customer service, and contribute to economic prosperity.

And the only way we can deliver what our citizens deserve, is by being financially responsible with our budgeting.

Currently, we are working in earnest on the 2020 Proposed Operational Budget.

The City of Spokane's annual budget is an important statement which reflects our priorities. The decisions of where we invest hard-earned taxpayer and ratepayer dollars must be thoughtful, sustainable, and tied to the needs and expectations of our citizens. One Spokane helps provide the necessary guidance to allow our annual budgets to propel us toward our desired outcomes.

Maintaining a healthy financial future for the City will require the same degree of caution and vigilance we've applied to our budget planning process in prior years. We have worked together to continue our focus on the affordability of local government, which continues to be critically important as 45% percent of households in the City fall at or under the ALICE – the Asset Limited, Income-Constrained, Employed threshold of \$59,000 for a family of four. And while our median household income has been increasing, this year's calculation of \$54,085 remains lower than the state and the nation.

I'm very pleased to recognize that earlier this year, the Council supported additional action to further secure the financial health of our reserves. With this action, we continue to move closer to reaching funding goals in our reserves. Having adequate savings helps the City guarantee consistent service delivery during unanticipated financial challenges and also helps boost the City's bond rating, which reduces borrowing costs for our community. We must always consider how our decisions affect individual citizens and households in our community.

To that end, our 2020 Proposed Budget is based on projected revenue growth of about 2.8 percent, slightly lower than prior years but consistent with our long-range revenue forecast and supported by the City's Economic Forecast Council this past August. And we're holding the line on expenses at this rate.

As required, we will deliver the proposed operational budget by the Nov. 1 deadline, and we look forward to working with all of you through the end of the year to finalize the 2020 budget. With this budget, we will continue to focus on affordability for the people we serve, accountable to their expectations, and aligned to their top priorities.

Program Highlights

As you know, our employees are the heart of our organization; there is no doubt about it. Their accomplishments so far this year have contributed to a safer, smarter, healthier Spokane.

I would like to share some of their accomplishments so far this year that align with our One Spokane strategic plan priorities, as well as touch on how the 2020 Budget will continue to build on the City's progress.

In building Safe and Healthy Environments, Public safety remains a top priority, and I am pleased to report that we have made further progress on property crime. Vehicle thefts are down 7%. And our joint efforts with the State legislature to provide supervision of vehicle theft offenders is expected to further improve these numbers. Residential burglaries were also down 11%. And at the same time, use of force and citizen complaints are also down.

To deliver on our One Spokane strategic plan commitment to criminal justice reform, an integrated municipal justice center has been added to the 2020 budget plan. The center is envisioned to deliver an integrated, streamlined, co-located set of municipal criminal justice services that focuses on the unique challenges of each individual client. The proposed 2020 budget includes funding for studies and accreditation.

Police continue to build on the summer Police Activity League, what we call the PAL program, connecting our kids with our cops to develop positive relationships between law enforcement and our at-risk youth. This year PAL registered 750 kids – a 50% increase over last year.

We've continued to build on the success of our partnership with Frontier Behavioral Health and the co-deployment teams with Spokane Police. The four mental health professionals from Frontier Behavioral Health that co-deploy with our officers are having a positive impact by assisting officers with mental health crisis calls, as well as diverting people from jail or the hospital to resources in the community.

The Spokane Resource Center, a HUD EnVision Center, has been launched and is providing support to citizens that is flexible and, most importantly, individualized to help them access job training, affordable housing, appropriate benefits, medical care, and food support. Along with the over 20 service providers at the Spokane Resource Center, I want to thank Eastern Washington University for their support in measuring outcomes from this effort. Of those clients served so far this year, the majority are seeking housing support and pre-employment services.

We continue to partner with public and private entities to work across the community to create pathways to housing for our most vulnerable citizens, to preserve and restore our existing housing stock, and to increase access to housing and homeownership opportunities. So far this year, through our coordinated programs, we have supported 2,667 people who have exited from homelessness to permanent housing, invested in essential repairs to 195 single family homes, provided funding for 50 new or renovated

affordable units with another 130 underway, and provided essential training and support of 766 low-income homebuyers.

To continue improving on our public safety goals, the proposed budget includes 20 new police personnel and retains 30 firefighter positions that were previously funded using federal SAFER grant dollars. The positions will be funded by the voter approved levy.

And, we remain committed to contributing the 1% property tax growth as well as General Fund matching funds to the purchase of vehicles for public safety. The total investment in the 2020 budget is \$1.2 million. With Council support, the City will achieve its goal of creating a sustainable funding source for public safety vehicles by the end of 2021. At that time, the City will have approximately \$6.5 million annually dedicated for this purpose and will no longer need to commit future property tax increases.

In advancing our Innovative Infrastructure goals, we continue our integrated approach to improving the health of the Spokane River. We are on track to complete work this year on the CSO program, which will bring us into compliance with the Clean Water Act of 1972. That work is only part of the \$350 million generational investment we are making in river health.

We're well along on a project to add a third level of treatment to the City's water reclamation facility, which treats about 34 million gallons of wastewater a day. We are installing membrane technology traditionally used in drinking water treatment to dramatically improve the quality of the water we return to the river. The additional level of treatment at the Riverside Park Water Reclamation Facility is scheduled for completion in 2021.

Through 2020, we will also work to find new markets for recycled products, which have lost considerable market value. A circular economy is one way the City can participate in the creation of green jobs and repurpose waste products.

Also, consistent with our joint commitment to our citizens, 2020 rates for water, sewer, and garbage are proposed to only increase by an inflationary figure of 2.9 percent over 2019.

Among the many exciting projects included in the Capital Improvement Plan in 2020, citizens will see more than \$24 million invested in arterial and residential streets, as well as the completion of the South Gorge Trail in Peaceful Valley and a new Post Street Bridge project under way.

In addition to innovative infrastructure and safe, healthy neighborhoods, we continue to strengthen the urban experience. A healthy community needs a healthy economy that offers our citizens new job opportunities. Funding these priorities—and many others—requires continued growth in our economy. We continue to advance development of our Public Development Authority areas in the West Plains, Northeast Spokane, and the University District.

The successful piloting this summer of the Spokane Youth Card provided access to parks, libraries and transportation for Spokane youth in new ways. More than 5,300 students participated and took 118,000 bus rides. 2,300 kids used the SplashPass, and more than 800 free skate rentals were accessed at the Ribbon. We saw record attendance at Parks' MobileRec programs, and there were nearly 1,500 first time checkouts at our libraries. A great example of our regional partnership with Spokane Public Schools, STA, Parks, and the City.

Much work has gone into delivering successful outcomes from the voter approved \$77 million dollar library levy. Construction will begin in earnest next year. Historic regional partnerships like those between the City, the Library and Spokane Public School allowed us to bring greater value to citizens for the same dollars.

The opening of the Riverfront Park promenade, the US Pavilion, and the Sister City Connections Garden have been highlights this summer. We look forward to some exciting additions on the north side of the river beginning next year. 86% of citizens surveyed during the Telephone Town Hall agree that investments in public spaces will support economic growth. I say with confidence that we have built a legacy in Riverfront Park which will serve residents and visitors for generations to come.

And finally, we must pay strict attention to ensuring Sustainable Resources. Employee safety and wellness are at the center of our Sustainable Resources strategic plan and an essential part of a healthier community. We've invested in both exercise facilities and programs to promote wellness in the workplace and reduce time loss due to injury.

Once again 3-1-1 technology has been improved to offer our citizens even easier access to City services. The new system, which just launched, offers citizens more options to request services or report concerns online in a streamlined and user-friendly interface. And our entire knowledge base is now accessible to the public – the same knowledge base 311 call agents use to answer citizen questions is now available for citizens to access at their leisure.

As I've said before to you, we are a people business. The vast majority of our budget growth each year is related to employee wages and benefits and 2020 will be no different. The City will be entering into negotiations on a number of labor contracts next year, and we've budgeted based on the goal of delivering contracts that our citizens can afford.

We continue to partner with employees to maintain the long-term sustainability of the Spokane Employee Retirement System. Again, next year, employees and the City general fund will increase contributions to the retirement system to help ensure its future financial health.

The 2020 budget proposal will also include investments of sustainable funding to support a healthier, more diverse City workforce as we move further toward our 21st Century Workforce strategic plan goals.

Conclusion

I hope you are as proud as I am of the work that our organization and our employees are delivering on behalf of our citizens, and we continue to make progress on our One Spokane goals.

As the Comprehensive Plan makes clear in Section 1.4, monitoring and evaluation should be conducted periodically to assess the effectiveness of the goals and policies, and identify ideas that may need to be added or modified. In the end, this process should help to coordinate and improve programming and operations for all entities in Spokane.

As you can see, Median Household Income is up, there is livable-wage job growth, and property values are increasing. This is good news.

Together, we are making our community Safer, Smarter, and Healthier, and together we are building Spokane as the City of Choice.

STUDY SESSION MEETING MINUTES SPOKANE CITY COUNCIL Thursday, October 17, 2019

A Special Meeting of the Spokane City Council was held on the above date at 3:30 p.m. in the City Council Briefing Center, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Stuckart and Council Member Mumm were present. Council Members Beggs, Burke, Fagan, Kinnear and Stratton were absent.

Although there was not a quorum of City council members present the following topic was discussed:

• Briefing on HB 1406 Ordinance

The meeting was open to the public but was conducted in a study session format. No public testimony was taken and discussion was limited to appropriate officials and staff.

The meeting adjourned at 3:35 p.m.

Minutes prepared and submitted for publication in the November 6, 2019, issue of the Official Gazette:

Terri L. Pfister, MMC Spokane City Clerk

Approved by City Council on _____, 2019.

Ben Stuckart City Council President

SPOKANE Agenda Sheet	for City Council Meeti	ng of:	Date Rec'd	10/16/2019		
10/28/2019	10/28/2019		Clerk's File #	CPR 1993-0069		
			Renews #			
Submitting Dept	MAYOR		Cross Ref #			
Contact Name/Phone	BRANDY COTE 625-6	774	Project #			
Contact E-Mail	BCOTE@SPOKANECITY.ORG		Bid #			
Agenda Item Type	Agenda Item Type Boards and Commissions		Requisition #			
	Appointments					
Agenda Item Name	0520 APPOINTMENT TO THE DESIGN REVIEW BOARD					
Agenda Wording						
Appointment of Chad Schmidt to fill the remainder of the term for the vacated Urban Designer position on the						
Design Review Board. The term shall begin immediately and expire on 3/12/2020.						

Summary (Background)

Appointment of Chad Schmidt to fill the remainder of the term for the vacated Urban Designer position on the Design Review Board. The term shall begin immediately and expire on 3/12/2020.

Fiscal Ir	npact	Grant r	elated?	NO	Budget Account	
		Public	Works?	NO		
Select	\$				#	
Select	\$				#	
Select	\$				#	
Select	\$				#	
Approva	ls				Council Notification	<u>s</u>
Dept Hea	<u>d</u>		COTE, B	RANDY	Study Session	
Division I	<u>Director</u>				<u>Other</u>	
Finance					Distribution List	
<u>Legal</u>					bcote@spokanecity.org	
For the M	layor		ORMSBY	, MICHAEL	dgunderson@spokanecity.	org
Addition	al App	<u>rovals</u>				
Purchasi	ng					

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	10/16/2019	
10/28/2019	Clerk's File #	CPR 2007-0039		
	Renews #			
Submitting Dept	MAYOR	Cross Ref #		
Contact Name/Phone	BRANDY COTE 625-6774	Project #		
Contact E-Mail	BCOTE@SPOKANECITY.ORG	Bid #		
Agenda Item Type	Boards and Commissions	Requisition #		
Agenda Item Name	0520 THREE APPOINTMENTS TO THE WQTIF NPAC			
Agenda Wording				

Three appointments to the WQTIF NPAC: Alan Chatham to the alternate position for the Riverside Neighborhood, Amanda Richardson to the Emerson Garfield alternate position & Fran Papenleur to the At-Large position. All terms are 10/28/19 - 4/9/21.

Summary (Background)

WQTIF NPAC = West Quadrant Tax Increment Financing Neighborhood Project Advisory Committee.

Fiscal I	<u>mpact</u>	Grant relat	ted? No	0	Budget Account	
		Public Wo	ks? N	0		
Select	\$				#	
Select	\$				#	
Select	\$				#	
Select	\$				#	
Approva	als				Council Notification	S
Dept Hea	ad	CO	TE, BRAN	IDY	Study Session	
Division	Director				<u>Other</u>	
Finance					Distribution List	
<u>Legal</u>					bcote@spokanecity.org	
For the M	<u>/layor</u>	OR	MSBY, M	ICHAEL	kfreibott@spokanecity.org	
Additio	nal App	<u>rovals</u>				
Purchas	ing					

SPOKANE Agenda Sheet	Date Rec'd	10/3/2019		
10/28/2019	Clerk's File #	RES 2019-0091		
		Renews #		
Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #		
Contact Name/Phone	JIM SAKAMOTO X7854	Project #	2018073	
Contact E-Mail	JSAKAMOTO@SPOKANECITY.ORG	Bid #	SOLE SOURCE	
Agenda Item Type	Resolutions	Requisition #	CR 21033	
Agenda Item Name	4100 - PIPE CONDITION ASSESSMENT SOLE SOURCE & CONTRACT			
Agenda Wording				

A sole source resolution with Pure Technologies (San Diego, CA) for pipe condition assessments utilizing their patented products along with a contract for assessments of the Ray Steet and 57th Avenue mains not to exceed \$325,000.00 including tax.

Summary (Background)

Pure Technologies' patented SmartBall, PipeDiver, and PureEM products allow detailed assessments without removing mains from service. Pure Technologies completed this service in 2016 and their analysis resulted in substantial savings to the City by avoiding costly capital projects. The five year sole source would support existing and future assessments as needed. The current contract would assess approximately 6215 feet of the Ray Street and 2450 feet of the 57th Avenue Transmission Mains.

Fiscal Impact Grant		Grant related?	NO	Budget Account			
		Public Works?	NO	-			
Expense \$ 325,000.00				# 4250-42300-94340-565	01-15766		
Select	\$			#			
Select	\$			#			
Select	\$			#			
Approvals		Council Notifications					
Dept Head KEGLEY, DANIE		DANIEL	Study Session				
Division Director FEIST, MARLENE		ARLENE	<u>Other</u>	UE 10/14/2019			
Finance	Finance ALBIN-MOORE, ANGELA		Distribution List				
<u>Legal</u>		DALTON	, PAT	Myron Shenkiryk - myron.	shenkiryk@xyleminc.com		
For the M	ayor	ORMSBY	, MICHAEL	sjohnson@spokanecity.or	g		
Addition	al App	<u>rovals</u>		tprince@spokanecity.org			
Purchasing PRINCE, THEA		jsakamoto@spokanecity.org					
				jfinger@spokanecity.org			
				Imartelle@spokanecity.org			
				aduffey@spokanecity.org			

Briefing Paper

Urban Experience Committee

	•				
Division & Department:	Public Works, 4100 Water & Hydroelectric Services				
Subject:	Sole Source Resolution & Contract for Pipe Condition Assessment				
Date:	14 October 2019				
Author (email & phone):	Jim Sakamoto, jsakamoto@spokanecity.org, x7854				
City Council Sponsor:					
Executive Sponsor:	Scott Simmons, Director – Public Works				
Committee(s) Impacted:	PIES				
Type of Agenda item:	☑ Consent				
Alignment : (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for this contract is available in the Integrated Capital Management (ICM) budget.				
Strategic Initiative:	Innovative Infrastructure, Safe & Healthy				
Deadline:					
Outcome: (deliverables, delivery duties, milestones to meet)	This sole source would allow efficient pipe condition assessments without removing City water mains from service. The contract would support evaluation of the Ray Street and 57 th Avenue Transmission Mains.				
Background/History: A five year sole source resolution is requested with Pure Technologies U.S. Inc. (San Diego, CA) for pipe condition assessments utilizing their patented SmartBall, PipeDiver, and PureEM products without removing mains from service. The City previously retained Pure Technologies for this service in 2016 to inspect two critical transmission mains and their analysis					

Technologies for this service in 2016 to inspect two critical transmission mains and their analysis revealed nearly all pipe to be in good condition, resulting in substantial savings to the City by avoiding costly capital projects.

The contract requested at this time will provide assessment of approximately 6,215 feet of the 36-inch Ray Street Transmission Main and 2,450 feet of the 18-inch 57th Avenue Transmission Main to determine if repair or replacement is needed. Ray Street is a \$4M combined project in the CIP. The condition of the main is unknown as it is largely inaccessible due to terrain and development. Construction of a replacement pipeline would be extremely disruptive; this assessment will allow any needed repairs or replacements to be conducted as efficiently as possible, if not avoided altogether.

Executive Summary:

- Sole Source Resolution with Pure Technologies U.S. Inc (San Diego, CA) for pipe condition assessments utilizing their patented products
- Contract for Pipe Condition Assessment of the Ray Street and 57th Avenue Transmission Mains estimated at \$300,000.00 (including tax)

Budget Impact:							
Approved in current year budget? 🗹 Yes		No					
Annual/Reoccurring expenditure? 🛛 Yes	\checkmark	No					
If new, specify funding source: N/A							
Other budget impacts: N/A							
Operations Impact:							
Consistent with current operations/policy?		\checkmark	Yes	🗆 No			
Requires change in current operations/policy?			Yes	🗹 No			
Specify changes required: N/A							
Known challenges/barriers: N/A							

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring Pure Technologies U.S., Inc. (San Diego, Ca) a sole-source provider for comprehensive condition assessment of pipe utilizing the SmartBall, PipeDiver and PipeDiver Ultra Tools for a five (5) year period – and authorizing the City of Spokane to enter into a contract with Pure Technologies for the comprehensive condition assessment of approximately 6,215 feet of the 36-inch Ray Street Transmission Main and approximately 2,450 feet of the 18-inch 57th Ave Transmission Main - approximately \$295,505.00, without public bidding.

WHEREAS, The City Water Department is planning for inspection of two (2) critical transmission mains to determine whether repair, replacement or no action is warranted, and Pure Technologies patented technology will allow the City to gain a full understanding of the condition with the least disruption; and

WHEREAS, Pure Technologies" patented SmartBall tool is a free-flowing tool used for nondestructive in-line leak and air pocket detection in pressurized pipelines, which is capable of long surveys in a single deployment without disruption to regular pipeline service, through utilization of a highly sensitive acoustic sensor adept at locating "pinhole" sized leaks; and

WHEREAS, The Smartball tool is inserted into a life pipeline and travels with the water flow for up to twelve (12) hours while collecting information about leaks and air pockets, and requires only two (2) access points for insertion and extraction, while being tracked throughout the inspection at predetermined fixed locations along the pipeline; and

WHEREAS, Smartball is a patented technology, available exclusively from Pure Technologies U.S., Inc. and is the only tool available that can:

- 1) Inspect the pipeline while it stays in service, in one run, and requiring only one location for insertion/extraction. It is not affected by inline valves, tees, reductions in the pipe diameter, bends or profile changes.
- 2) Inspect the pipeline for pockets of trapped air. (Pure has found that over 70% of air pockets found are not in the pipeline design and can cause issue with capacity or augment the effects of pressure transients, potentially causing a failure at the site of the trapped air. It should also be noted that these pockets of trapped air can cause problems with leak detectability when using external leak detection devices.)
- 3) Detect pinhole leaks as are the primary failure mechanism for CMLS pipes (this capability is both a function of the tools listening device, as well as the fact that it traverses the pipe, meaning the sensor is only ever one pipe ID away from any given leak of pocket of trapped air – this allows for unparalleled accuracy and the avoidance of false positives or negatives).
- 4) Is tracked in real time; and

WHEREAS, Pure Technologies' electromagnetic inspection technique is a non-destructive, inline assessment technology that provides the location and quantity of relative wall thickness data for the steel cylinder along the circumferential and axial direction of each pipe, can be deployed using the patented free-swimming Pipe Diver tool that traverses the pipeline with the water flow and is tracked above ground in real time; and WHEREAS, Pipe Diver is a patented technology, available exclusively from Pure Technologies U.S. Inc. and is the only tool that is able to do all of the following in steel pipelines:

- 1) Inspect the pipelines in a continuous set of runs requiring only one (1) location for insertion/extraction;
- 2) Offers HDCCTV visual inspection logs;
- 3) Is not affected by inline valves 24-inch or larger, tees, reductions in the pipe diameter, bends or profile changes;
- 4) Inspect pipelines greater than 24-inch while they remain in service and do not have to be dewatered;
- 5) Can be inserted into a pipe through a 14-inch access port;
- 6) The tool is not full-bore and therefore due to its flexibility one (1) tool can inspect multiple sizes of pipe under one (1) configuration within a particular deviation from nominal pipe size. If the change in size requires reconfiguration, this can be executed on the same tool through a change-out of sensors;
- 7) Does not require the pipe to be pigged or cleaned prior to inspection;
- 8) Is not affected by ovality in the pipeline; and
- 9) Is tracked in real time.

WHEREAS, the 2019 public bid for these type of Consultant services is \$150,000.00;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the comprehensive condition assessment of pipe utilizing the SmartBall, Pipe Diver and Pipe Diver Ultra Tools a sole-source purchase through Pure Technologies U.S., Inc.,; and

BE IT FURTHER RESOLVED that the City Council authorizes a five (5) year Sole Source Resolution AND authorizes the City of Spokane to enter into a Contract with Pure Technologies for said assessment of pipe on Ray Street and on 57th Avenue.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

City Cleri

Assistant City Attorney

City Clerk's OPR 2019-0915



City of Spokane

CONSULTANT AGREEMENT

Title: COMPREHENSIVE PIPE CONDITION ASSESSMENT

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PURE TECHNOLOGIES US**, **INC.**, whose address is 600 West Broadway, Suite 500, San Diego, California 92101 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to perform a comprehensive pipe condition assessment of approximately 6,215 feet of the 36-inch Ray Street Transmission Main and approximately 2,450 feet of the 18-inch 57th Avenue Transmission Main utilizing Pure Technology's patented products; and

WHEREAS, the Consultant has been deemed a sole source provider by resolution approved by City Council.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on October 21, 2019, and ends on December 31, 2020, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant 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 Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Exhibit B, Consultant's Proposal dated April 16, 2019, and Exhibit C, Consultant's Cost Estimate dated April 24, 2019, which are attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

The Work is subject to City review and approval. The Consultant 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 Consultant's progress.

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall be a maximum amount not exceed **THREE HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS** (\$325,000.00), including tax, if applicable, unless modified by a written amendment to this Agreement. 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.

5. PAYMENT.

The Company shall submit its applications for payment to Water & Hydroelectric Services, Administration Office, 914 East North Foothills Drive, Spokane, Washington 99207. **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 pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. Lodging: Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon*

request). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Consultant 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 Consultant'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. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. 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.

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

9. SOCIAL EQUITY REQUIREMENTS.

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. Consultant 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 Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant 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 negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant 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 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, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant 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.

11. INSURANCE.

During the period of the Agreement, the Consultant 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 RCW Title 48;

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 Consultant's services to be provided under this Agreement; and

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.

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or

negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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 Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant 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 Consultant'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 Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant 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 Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive

36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant 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 Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any

dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are **public records** which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions

of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

The City will endeavor to redact anything that clearly should be redacted under the law. For example, the City will generally redact Social Security Numbers, tax records, and financial account numbers before records are made available to a requestor. Consultant may identify any materials Consultant believes to be not subject to release under the Public Records Act. City will not be bound by Consultant's determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records). If City determines that there are exemptions that can be asserted only by Consultant, City will endeavor to notify Consultant and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records. If no Court order is procured by Consultant, the City will release the requested records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be

given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose: (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing

facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. The Consultant, 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. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. 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.
- I. 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 of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant 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.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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.

PURE TECHNOLOGIES US, INC.

CITY OF SPOKANE

Ву		Ву	
Signature	Date	Signature	Date
Type or Print Name		Type or Print Name	
Title		Title	
Attest:		Approved as to form	ı.
City Clerk		Assistant City Attorr	ney

Attachments:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant's Proposal dated April 16, 2019
Exhibit C – Consultant's Cost Estimate dated April 24, 2019

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)

Condition Assessment Approach/Pricing Proposal- City of Spokane



April 16, 2019

James Sakamoto, P.E. Principal Engineer City of Spokane Water Department

Subject: Condition Assessment of the 36-inch Ray St Transmission Main and 30-18-inch 57th Ave Transmission Main.

Pure Technologies U.S. Inc. (Pure) is pleased to offer the City of Spokane (the City) the following proposal to provide a comprehensive condition assessment of approximately 6,215 feet of the 36-inch Ray Street Transmission Main utilizing the SmartBall, PipeDver and PipeDiver Ultra tools. This work will also include a reinspection of the 18-inch 57th Ave Transmission Main using the PipeDiver Ultra tool. The total length of the 18in portion of the 57th Ave Transmission main is approximately 2450 feet. Both lines are understood to be Cement Mortar Lined Steel (CMLS).

CONDITION ASSESSMENT APPROACH

Since 1993, Pure Technologies has provided inspection, condition assessment, monitoring, and management solutions for owners and operators of critical infrastructure around the world. Over the years, it has become clear that no single technique or technology can fully and safely evaluate the condition of water and wastewater pipelines. Since all inspection techniques have technical, operational, and cost limitations, Pure Technologies has found that the most effective strategy to safely manage a pipeline inventory is to implement a risk based approach for any data collection, inspection, condition assessment, and management of these assets.

By understanding the risk of any pipeline along with the benefits and limitations of assessment techniques, a sound and defensible management strategy can be implemented to maintain and extend the life of the asset. Owners can ensure they are implementing the right approach, at the right time, with the lowest financial impact. The goal should always be to focus the proper resources in managing the asset while safely getting the most service life out of the pipeline.

Pure Technologies has developed a comprehensive approach to pressure pipe management called Assess and Address^M. The goal of this approach is to identify and rehabilitate high risk pipes before they fail, which significantly increases the remaining useful life of the pipeline at a fraction of the total replacement cost and avoids unnecessary pipeline failure. This approach involves performing a comprehensive assessment of the pipelines (Assess) and implementing corrective actions to safely extend the life of the pipeline (Address).

The descriptions listed herein are tools and technologies for inspecting and analyzing metallic pipes. However, it is important to note that no single technology or single solution

fits all pipelines; rather, the best approach is to customize a methodology based on the parameters of each pipeline (e.g. consequence of failure, failure history, age, material, diameter, access, failure modes/mechanisms, pressure, flow velocity, etc.).

Pure has significant experience in the development of customized methodologies for assessing all pipelines and it is always suggested that a scope is discussed with Pure to provide the most accurate and cost-effective solution.

Low Resolution Pipeline Assessment

In general, pipelines with a lower risk rating should be evaluated using lower cost, easier to deploy screening techniques as investing significant budget towards these assets may not be the best use of resources. Screening and evaluation techniques may determine that the pipelines can continue to be operated with little further action or require additional data collection in the form of higher resolution assessment methods (discussed in subsequent sections). Examples of low resolution screening techniques are Transient Pressure Monitoring, hydraulic analysis or leak detection using correlators. In many cases, these low risk, non-invasive screening techniques may be suitable for assessing whether to continue operating small diameter pipelines with no additional action, determine if there is an increased risk of the assets requiring further data collection, or potentially repair/replace the pipelines.

Medium/High Resolution Pipeline Assessment

Based on existing risk modeling or from findings from the previously described Low Risk Pipeline Assessment, more invasive assessment techniques may be warranted in order to collect data with the necessary resolution to develop sound engineering and business decisions. Two approaches/techniques are proposed for medium risk pipelines. The first is internal leak detection and pipe wall assessment using Pure Technologies' SmartBall or Sahara inspection platforms. The second, and higher resolution approach/technique, is using Pure Technologies enhanced electromagnetic technology to locate areas pipe wall loss along each pipeline. Both these approaches are further defined below, and can be *deployed while the pipeline is in service*.

Highest Resolution Pipeline Assessment

For pipelines considered high risk, high resolution inspection techniques may be warranted. While these tools come at a higher cost and require more operational support (such as dewatering and additional access points), the risk of failure may justify the investment. Pure offers its PureMFL solution to find and quantify wall loss in long reaches of metallic pipelines. External tools are also available should access be available. More detail is provided below for each of these techniques.



Discussion of Steel Pipe

Steel, as well as its precursor and component, iron, are widely used piping materials in the United States. Mild steel, in particular, has been used as a structural material because of its highly desirable physical properties, which include high strength, ability to yield or deflect while still supporting the full load, and resistance to shock. Steel's ductility, or its ability to yield without breaking, makes it an appealing choice as a piping material. Some properties of steel, such as Young's modulus and Poisson's ratio, remain nearly the

some properties of steel, such as roung's modulus and Poisson's ratio, remain hearly the same for most grades of steel, at 30,000 ksi and 0.27, respectively. However, properties such as yield strength vary widely based on the chemical composition of the steel and the method of its production. Generally, increasing the carbon content of the steel will increase its yield strength, while cold forming the steel will decrease its overall ductility.

Steel Pipe Failure Modes

Most steel pipes are considered flexible, meaning that they have the ability to deform under a high load without a failure occurring. As such, the primary cause of failure in steel pipes is corrosion. Because the only structural component of a steel pipe is the steel itself, any loss of cross-sectional area due to corrosion has an immediate impact on the overall strength of the pipe. Damage to the exterior of a pipeline can be caused by a corrosive soil environment, while interior damage can be caused by the materials that the pipeline is transporting.

As more of the cross-sectional area is lost to corrosion, external loading and internal pressure along the pipeline cause deformation in the damaged pipe sections and additional stress is developed at the extreme inner and outer fibers of the cross section. This leads to cracks and leaking, which are the most common failures seen in a steel pipeline. Unless the pipeline is subjected to extremely high pressures, the pipe sections will tend to yield and leak rather than rupture, which provides the ability to mitigate the damage in a pipeline prior to a catastrophic failure.

While corrosion is the most common failure mechanism for steel pipes, other conditions do exist which can cause damage and distress to occur. Dents or gouges caused during production or installation of the pipe sections can create areas of localized damage in a pipeline before it is put into service. Steel pipe sections are also susceptible to damage caused by excessive loading. Overloading and buckling can become the governing design factors in a steel pipeline if the applied loads are high enough or the internal pressure is particularly low. Even though steel pipe is flexible, these conditions have the ability to cause extremely high deflections and ovality in a pipeline, which can lead to pipe failures.

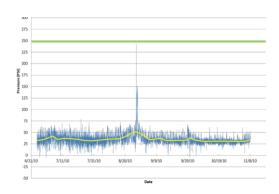
The following approach has been developed for the City of Spokane to be applied to the subject Steel transmission mains, with the main failure modes and indicators in mind. A combination of the below technologies will provide the City with a comprehensive understanding of the current condition of their critical water pipelines, and an evaluation

of that condition against operations and environmental realities, offering a defensible plan to address risk and manage the assets into the future.

TOOL AND TECHNOLOGY DESCRIPTIONS

Transient Pressure Monitoring

An important aspect of any pressure pipeline condition assessment is the evaluation of pipeline pressures, specifically transient pressures, and their impact on the structural capacity of a pipe. While most pipelines operate well below the design capacity of the particular pipe material, when pipe wall degradation due to various failure modes is combined with either the operational pressure and/or surge pressure, the likelihood of failure can be significantly increased.



Pure Technologies will furnish and install a transient pressure monitoring device during the

Figure 1. Transient Monitoring Event

time the site reconnaissance is performed. This will allow Pure Technologies an opportunity to have transient data in advance of the field inspection and incorporate the results in the final report.

The City will need to furnish a $\frac{1}{4}$ or $\frac{1}{2}$ threaded outlet for attaching the transient pressure monitor.

SmartBall® Leak and Gas Pocket Detection

The SmartBall is a free-flowing tool used to conduct in-line leak and gas pocket screening in pressurized pipelines. It can complete long leak detection surveys in a single deployment without disruption to regular pipeline service. The tool is equipped with a highly sensitive acoustic sensor that is able to locate pinhole-sized leaks.

A SmartBall leak and gas pocket detection survey consists of inserting a foam ball with an inner aluminum alloy core containing an acoustic sensor and circuitry. The aluminum core is encapsulated inside the foam ball to provide the appropriate mass, size, and overall weight to allow the SmartBall tool to be propelled by the flow of the water in the pipeline. The foam ball also dampens any sound that the SmartBall tool might generate as it traverses the pipeline. During the survey, the acoustic sensor continuously records all acoustic activity in the pipeline. This data is then analyzed to determine the presence and location of any leaks or pockets of trapped gas.



Figure 2. SmartBall[®] Tool

An acoustic emitter within the SmartBall tool emits high frequency, timed, acoustic signals that are detected by proprietary SmartBall Receivers (SBRs) that are located on the surface. The SBRs track the SmartBall tool's movement and location, correlating its position at any time to provide accurate location information for acoustic events recorded during the survey. Once the SmartBall tool has traversed the entire pipeline length, it is typically captured and retrieved in a custom engineered net or screen.

The SmartBall assembly requires a minimum 4-inch flange opening with a full port valve for insertion into the pipeline. Once deployed, it can move through in-line valves, reducers and other fittings as well as navigate turns and profile changes.

Electromagnetic Inspection

Pure's electromagnetic inspection technique is a non-destructive, in-line assessment technology that provides the location and quantity of relative wall thickness data for the steel cylinder along the circumferential and axial direction of each pipe. The data provides these defect locations in a pipe-by-pipe format along the transmission main alignment. Pure has applied the electromagnetic technology to its established fleet of free-swimming, robotic, and manned inspection platforms, making it available in a convenient and economical manner. For the configuration and size of pipe that make up the 57th Ave and Ray Street Transmission main, the Enhanced EM can be deployed using a free-swimming tool for both mains.

Free-Swimming PipeDiver®-18-inch through 36-inch pipeline inspections



The PipeDiver platform is ideal for critical water and wastewater pipelines that cannot be removed from service due to lack of redundancy, limited access or operational constraints, it is a good fit for the critical main the City is looking to inspect. It

is a free swimming tool that traverses a pipeline utilizing product flow and

is tracked above ground in real time. The PipeDiver tool requires only a single point of access for entry and a single point for retrieval.



Figure 3. PipeDiver free-swimming inspection tool

Strengths:

-Able to inspect steel, ductile iron, bar-wrapped and prestressed concrete pipes

-Able to inspect metallic pipes up to 36 inches

-Little to no disruption to regular pipeline service- contingent upon insertion and extraction access details

-Able to detect defects and areas of corrosion

-Access through hot taps, open channels or tanks/reservoirs is possible if necessary

-Long inspection distances can be covered in a single deployment

-Tracked above ground in real-time

-Can be utilized in raw water/ potable and wastewater pipelines

Considerations and requirements for free-swimming inspections

1. Provide (as available) all lay sheets, plan and profile drawings, manufacturing details, operating history, past condition data, pipe failure data, and repair history, flow data, and pressure data.

2. Have City staff available who are familiar with the pipeline system during Pure's site reconnaissance and field work.

3. Notify landowners as required to facilitate access before, during and after inspection work.

4. Provide access to manholes and pipeline alignment during site visit and during inspection.

5. Provide safe access to the pipeline prior to inspection for installation of tracking sensors, as well as during inspection.



6. Provide traffic control (if needed).

7. Isolate line to ensure flow of tool from insertion to extraction, this may include the temporary closure of laterals

8. Provide flow of minimum 1 foot per second

9. PipeDiver requires redundant passes when inspecting steel. This will guide the decisions of where to place access manholes for insertion and extraction

<u>PipeDiver insertion and extraction Options:</u>

Note: these options may change or additional options may arise upon the completion of a thorough site visit to be scheduled as soon as possible after

Ray St Transmission Main (6215ft of 36in Line)

Option 1:

This option has flow traveling from north to south.

Insertion

Install a new tap located at Hartson and Ray St. (approx. STA 2+99). See Figure 1 below.



Figure 4: New Tap at Hartson and Ray St.



Extraction

Excavate an existing manhole in 42in Line at Hartson pumping Station. Spokane will excavate and rotate for extraction. See Figure 2 below.

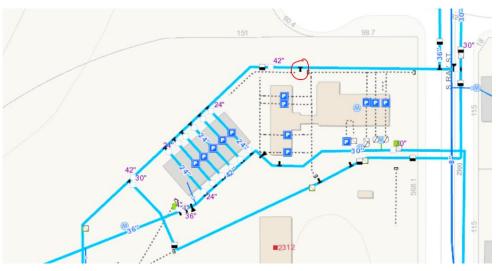


Figure 5: Header manifold at 14th Ave and Grand

Note: Ability to inspect the full length is contingent upon a more detailed look at valve configuration:

Valve Size	Valve Type	Stationing	Action required
24	Check	20+62.50	Will be further assessed. Removal may be required,
24	Check	38+75.00	Verify that valve was removed and replaced with two on each side of the intersection.

57th Avenue Transmission Main (2450ft of 18in Line)

Insertion

Utilize the existing tap at E57th Avenue and S Crestline Street – STA 45+20.

Extraction

Extract at the tap installed downstream of the second inline 18-inch GV – STA 67+72.

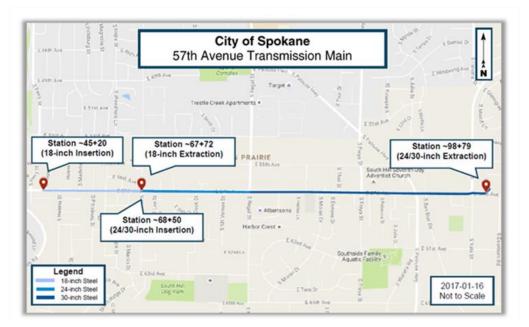


Figure 6. 57th Ave Transmission Main

Condition Assessment, Risk Analysis and Repair Recommendations

While the inspection technologies described above will provide data for location and relative severity of corrosion, the challenge associated with assessing and managing Steel pipelines is determining how much corrosion creates an unacceptable level of risk - thereby requiring repair and/or replacement actions.

Pure Technologies has developed an innovative approach for condition based pipeline management using structural models along with hydraulic evaluation data, ultimately delivering a comprehensive decision making tool – a Pipe Performance Curve - for the management of a Steel pressure main. The Pipe Performance Curve plots corrosion versus pressure (operating plus surge), allowing the Client to understand when a pipe has exceeded yield in the steel and is trending towards failure (ultimate). Although corrosion may be present, this may not require the immediate rehabilitation or replacement of the pipe section allowing the Client to manage and/or monitor the deterioration, therefore focusing critical resources on higher risk areas of the infrastructure.

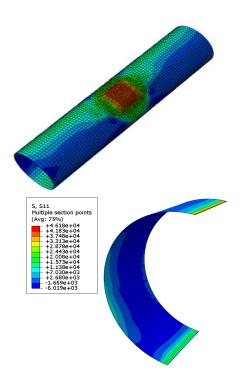


Figure 7. Pipe Wall FEA Modeling



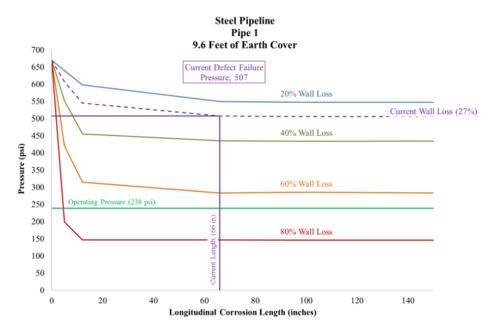


Figure 8 Steel Pipe Performance Curve

Life-Cycle Analysis

By combining the structural analysis with condition data, estimates of when the pipeline should next be inspected along with a remaining service life of the asset can be completed. To do this, Pure has developed a statistical simulation that utilizes failure history, inspection data, and structural analysis. An example of the output of this model is shown in the figure below, which shows the number of failures predicted (y-axis) by year into the future (x-axis). The simulation data indicates that based on the data collected, no failures are expected to occur for at least 25 years. However, Pure always recommends that remaining useful life estimates should be used as guidance for re-inspection interval planning as collection of subsequent condition data can be used to better refine the asset life estimates. Once another inspection is completed, the data collected in that inspection should be analyzed in conjunction with the data presented in this report to provide a more accurate and robust remaining useful life evaluation. In the example below, re-inspection was recommended within 10 years from the original data collection (based on condition, failure history, and budget).



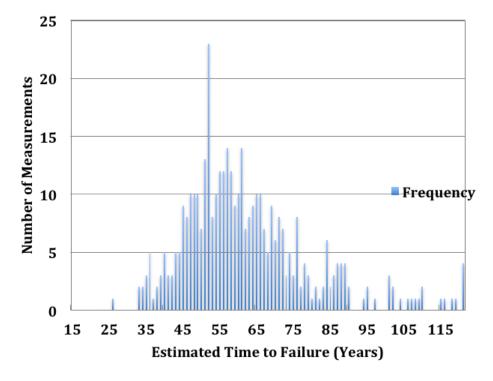


Figure 9. Monte Carlo Simulations and Finite Element Analysis can provide estimates of the remaining useful life

The culmination of this phase will be to submit a condition assessment report identifying distressed pipes of concern (based on probability of failure) and recommendations. Pure Technologies will also conduct a workshop in conjunction with the City to review all inspection and structural evaluation findings and recommendations.

PipeDiver® Ultra

Pure Technologies is in the process of developing a new, high-resolution condition assessment technology. As part of the final stage of development, Pure is looking for opportunities to put the tool through its paces in real world conditions, in a variety of pipeline diameters, materials and operating conditions. The purpose of the field trial will be to better understand the tool's capabilities and limitations and to verify results.

PipeDiver® Ultra is a long distance, free-swimming condition assessment tool that directly measures pipe wall thickness on metallic pipelines using high-resolution ultrasonic technology. The tool operates while the pipeline is still in service, providing owners with high-confidence data using an easier and less costly alternative to inspection methods that require shutdown or dewatering.



The technology measures the entirety of the pipe and is able to collect thousands of data points over the full length and circumference of a pipe section, giving high confidence information on where there is wall loss, pitting, and corrosion. PipeDiver Ultra transmits ultrasonic signals and receive reflections to identify localized areas of wall loss in metallic pipes. The tool consists of several modules including the transducer array assembly, onboard computer and batteries required for generating and collecting ultrasonic inspection data.



The transducers on the tool create ultrasonic pulses that interact with the pipe wall as the

Figure 10. PipeDiver Ultra

tool moves along the pipeline. The reflection of ultrasonic wave is recorded by the transducers and stored on board of the tool. The tool collected hundreds of discrete measurements over the full circumference and length of the pipe as it travels. Post inspection, the recorded data is then processed into a visualized form and from which reasonable estimates of wall loss areas and depths can be established.

The tool is manually inserted into the pipeline through minimum 12-inch appurtenance during a brief operational pause and depressurization.

As the PipeDiver traveles through the pipeline, field crews track the tool from above ground at regular intervals using tracking units. The tracking units detects a signal emitted from the PipeDiver tool and calculates the distance of the tool from the tracking location. To track the PipeDiver, tracking sensors are attached to the pipeline along the path of the inspection to detect the tool as it travels through the pipe.

Prior to the release of the PipeDiver tool from the insertion point, a net is installed in the line at the extraction location to stop the tool. This net is specially designed to be inserted into the pipeline and stay in place through expansion using hydraulics. The net is installed and monitored via camera during the inspection. Once the PipeDiver tool is confirmed through tracking and visual to be at the extraction location, the pipeline is shutdown, depressurized and the tool is manually removed. The pipe is then returned to service.

Extensive planning is required when preparing for a condition assessment inspection using a free-swimming tool. Pure's team of highly trained and experience technicians will work closely with your operations personnel to understand and mitigate risks. The PipeDiver tool is designed to follow the flow of the water and as such it is important to identify risk points along an inspection route such as the type and position of in-line butterfly valves, large offtakes, the configuration of tee's, wye's or manifolds.



APPROACH

Pure Technologies recommends the following proposed scope of work, utilizing the technologies and methodologies described above:

1. Perform Site Visit and Prepare Planning Documents.

2. Install Transient Pressure Monitor on the Ray Street Transmission line

3. Spokane performs any civil modifications required to accommodate the chosen technology/technologies

4. Perform SmartBall leak and air pocket detection survey on Ray Street Transmission line

5. Under the same mobilization as SmartBall perform PipeDiver and PipeDiver Ultra Inspection. (PipeDiver requires 2 runs per application- total-6 runs)

6. Deliver draft Smartball and PipeDiver reports within 60 days of completion of site workcontingent upon damage found, communicate with the City and decide upon scope of structural evaluation.

7. Comments on the drafts shall be submitted to Pure Technologies no later than 60 days after initial submissions to the City.

8. Provide draft engineering report 40-60 days following determination of final scope.

9. Final Report and Workshop to be provided no later than 30 days following the receipt of comments from the City.

Smartball and Pipediver Deliverables

Deliverables include the Following Documents:

1) Two planning documents- one per line

2) Four technology reports- one per technology per line

3) One Engineering Evaluation and Recommendations Report- to incorporate Transient Pressure Monitoring Data, Inspection Data, Structural evaluations and any and all pertinent information gathered throughout the duration of the project.

Pure anticipates a minimum of three in person visits including but not limited to:

1) Site visit for reconnaissance and planning purposes

2) Mobilization to site for inspection execution

3) Final recommendations workshop



PipeDiver® Ultra Deliverables

A draft report will be generated and delivered to Spokane summarizing the inspections, results and finding of the field trials 16 weeks following the inspection. A final report will be submitted within two weeks of the receipt of the comments. The objective of the field trials is to better understand the tool and its capabilities. Listed below is our expected capabilities and limitations for PipeDiver Ultra based on lab testing and previous field trials:

Capabilities:

- Coverage: 75% scan coverage of the pipeline. Limitations below may cause reduced confidence in the data or missed coverage.
- Resolution: Minimum defect detected is 2-in x 2-in x 20% loss
- Identify internal vs external defects
- Identify pipe features; outlets, valves, joints.
- Location from upstream joint and clock position circumferentially
- Ovality measurements

Limitations – these conditions reduce confidence in the data or produce blinds spots.

- Gas pockets the ultrasonic signal cannot penetrate; no wall thickness data is collected at these locations. Identification and location will be provided.
- Turbulent flows cause sensors to be out of angle and reduce or prevent data collection.
- Extreme ovality- cause sensors to be out of angle and reduce or prevent data collection.
- Steep inclines and bends- cause sensors to be out of angle and reduce or prevent data collection.
- Tuberculation and buildup cause sensors to be out of angle and reduce or prevent data collection.

Deliverables

A Report including the following:

- Verification and quantification of data collected
- Pipe list identifying joints, features and pipes with defects identified.
- Visualization of pipes with significant damage
- Estimation of defect size
- Recommendations for validations (if applicable)



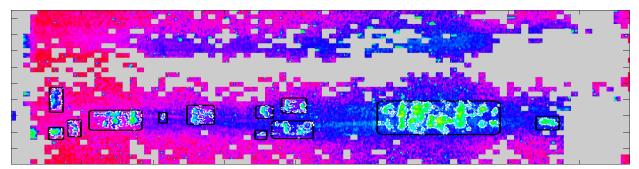


Figure 11. 20-foot Pipe Section – example of coverage – gray indicates missed data

Budgetary FEE SCHEDULE

Item #	Description	Unit	Unit Price
1.	Preliminary Screening Technology		
1.a	Transient Pressure Monitoring	Lump Sum	\$9,000
2.	Free-Swimming leak/air pocket detection survey using SmartBall		
2.a	Initial Planning, site reconnaissance, planning document	Lump Sum	\$10,000
2.b	Mobilization including travel, equipment, data analysis	Lump Sum	\$16,250
2.c	Technology Fee (minimum 1 mile)		
	1 to 5 miles under single mobilization	Per Foot	\$2.98
2.d	Technology Report	Per Report	\$10,500
3.	Free-Swimming corrosion detection survey using PipeDiver EM		
3.a	Initial Planning, site reconnaissance, planning document	Lump Sum	\$22,750
3.b	Mobilization including travel, equipment, data analysis	Lump Sum	\$56,000
3.c	Technology Fee (minimum 1 mile)		
	1 to 5 miles under single mobilization	Per Foot	\$15.90
3.d	Technology Report	Per Report	\$10,500
4.	Free-Swimming corrosion detection survey using PipeDiver Ultra*		
4.a	Inspection and Reporting for Ray Street Transmission Main	NA	\$0
4.b	Inspection and Reporting for 57th Ave Transmission Main	NA	\$0



5.	Engineering Evaluation and Recommendations		
5.a	Structural Analysis	Per Curve (1 curve per pipe class with damage)	\$8,000
5.b	In-situ forensic evaluation - Includes Soil & Water Analysis, Visual Inspection of Pipe, Material Sampling and Pipe Wall Thickness Measurements	Per In-situ Evaluation	TBD (Contingent upon damage found)
5.c	Final Engineering Report and Workshop incorporating Lifecycle analysis, Structural evaluation, repair, replacement, re-inspection recommendations.	Per Report	TBD (\$15k-30k- scope contingent upon damage found)

*Notes-

i) -Due to the trail nature of this inspection, Pure Technologies will offer the inspection, analysis and reporting of at no charge for this project. This does not include the costs associated with defect verifications.

ii)Pricing does not include costs of potholing or tapping if necessary

iii) Pricing assumes work is done under one mobilization

iv) Does not include cost of excavation for validation/calibration if necessary

Assumptions and Budgetary Notes:

1. The budget assumes that work can commence upon arrival and be executed until the work is complete. Thus, all preparation work should be performed prior to Pure Technologies arrival.

2. The proposed billing schedule is: 20% upon submission of planning document, 60% upon completion of field work, 10% upon submission of draft report, and the final 10% upon submission of the final report

3. The proposed fee schedule is based on the City providing appropriate access for the chosen technologies.

4. Inspection schedules will be mutually agreed upon by the City and Pure Technologies.

5. Taxes are not included in this proposal.

6. Standby rates: If delays occur due to parties other than Pure, Pure shall be reimbursed for the delay at a rate of \$1500 per day per person. Contingent upon technology used, further charges may apply

7. Pricing is subject to further review of additional drawings and site visit to establish insertion and extraction access as well as tracking locations.

Please feel free to call me with any questions- Logan Fesenmair-Black- 559.999.9665

Condition Assessment Approach/Pricing Proposal- City of Spokane



CC: Jeanne L. Finger, P.E.

EXHIBIT C

City of Spokane Cost Estimate for Condition Assessment Contract

Basis of Estimate: Pure Technologies April 16, 2019 Proposal with Budgetary Fee Schedule

					Ray	57th			
Item #	Description	Unit	Unit	Price	Quantity	Quantity	Cos	st	Comments
1	Preliminary Screening Technology	•							
									1 per project; once contract in place, this fee covers site visit,
1a	Transient Pressure Monitoring	Lump Sum	\$	9,000			\$	9,000	walking the line, and installation of monitors
2	Free-Swimming leak/air pocket detection survey using SmartBall								
2a	Initial Planning, site reconnaissance, planning document	Lump Sum	\$	10,000			\$	10,000	1 per project
2b	Mobilization including travel, equipment, data analysis	Lump Sum	\$	16,250			\$	16,250	1 per project
2c	Technology Fee (minimum 1 mile)								
	1 to 5 miles under single mobilization ¹	Per Foot	\$	2.98	6,215		\$	18,521	
2d	Technology Report	Per Report	\$	10,500	1		\$	10,500	
3	Free-Swimming corrosion detection survey using PipeDiver EM								
3a	Initial Planning, site reconnaissance, planning document	Lump Sum	\$	22,750			\$	22,750	1 per project
3b	Mobilization including travel, equipment, data analysis	Lump Sum	\$	56,000			\$	56,000	1 per project
3c	Technology Fee (minimum 1 mile)								
	1 to 5 miles under single mobilization	Per Foot	\$	15.90	6,215		\$	98,819	
	Technology Report	Per Report	\$	10,500	1		\$	10,500	Will only cover a report of inspections using the 24D tool
4	Free-Swimming corrosion detection survey using PipeDiver Ultra ²								
	Inspection and Reporting for Ray Street Transmission Main	NA	\$	-	1		\$	-	
	Inspection and Reporting for 57th Ave Transmission Main	NA	\$	-		1	1\$	-	
5	Engineering Evaluation and Recommendations								
_		Per Curve (1 curve per pipe class with	4	0.000				46.000	
5a	Structural Analysis	damage)	\$	8,000	1	. 1	1\$	16,000	1 pipe class for each main
	In-situ forensic evaluation - Includes Soil & Water Analysis, Visual Inspection of Pipe, Material Sampling	Per In-situ							Conservatively \$15K per test pit in situ evaluation; assume 2 test
5b	and Pipe Wall Thickness Measurements	Evaluation	TBD (Contingent u	pon damage fou	nd)	\$	30,000	pits (does not include trenching, shoring - to be done by City forces)
	Final Engineering Report and Workshop incorporating Lifecycle analysis,								
	Structural evaluation, repair, replacement, re-inspection								
5c	recommendations.	Per Report	\$	30,000	1		\$	30,000	One final report for the project
	Subtotal						\$	328,339	
	10% discount offered in exchange for City assistance with Pure's CI testir	ng					\$	(32,833.92)	
	Total Cost								

¹ Length of Ray Street main inspection, per Pure's April 16, 2019 proposal

6,215 feet

Length of 18-inch 57th Ave main inspection, per Pure's April 16, 2019 proposal

2,450.0 feet

feet PipeDiver Ultra inspection only

² Due to the trial nature of this inspection, the inspection, analysis and reporting are no charge. This does not include the costs associated with defect verifications

Pricing does not include costs of potholing, tapping, or cost of excavation for validation/calibration if necessary

Pricing assumes work is done under one mobilization

Per Logan Fesenmair-Black e-mail dated 4-17-2019, no reinsertion fee (meant to cover Pure's costs for mobilizing to another pipeline) will be applicable for this project)

Lengths verified by Tim Lewis, GIS analyst, 4/11/2019: Total 36" pipe = 6046' from 36" tee at Hartson/Ray to 42" tee at 23rd (steel: 5546', ductile: 500', mostly between 17th & 18th); Total 42" pipe: 138' DIP from the 36" x 42" tee in Ray to the first tee by old Lincoln Heights booster station



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/24/2018

CEF BEL	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.								
If S	ORTANT: If the certificate holder UBROGATION IS WAIVED, subject certificate does not confer rights t	to the t	terms and conditions of th	ne polic	y, certain po	olicies may			
PRODU	0			CONTA).			
Mars	h USA, Inc.			NAME: PHONE (A/C, No			FAX		
	Avenue of the Americas York, NY 10036			É-MAIL			(A/C, No):		
				ADDRE					
CN100							RDING COVERAGE		NAIC # 22667
INSURE	I53421-Pure-GAWU-18-19				RA: ACE Ameri				20702
Pure	Technologies U.S. Inc.				RB: ACE Fire U				35300
	HM U.S. Inc. Technologies U.S. Inc. dba Wachs Water Servic	°es			R C : Allianz Glo		1 2		43575
8920	State Route 108, Suite D					nsurance Compa	ny of North America		45070
Colu	mbia, MD 21045			INSURE					
	RAGES CER	TIFICA	TE NUMBER:	INSURE	RF: -010247589-04		REVISION NUMBER: 1		
	S IS TO CERTIFY THAT THE POLICIES								
IND	CATED. NOTWITHSTANDING ANY RE	QUIREM	IENT, TERM OR CONDITION	OF ANY	CONTRACT	OR OTHER I	DOCUMENT WITH RESPEC	ст то	WHICH THIS
	TIFICATE MAY BE ISSUED OR MAY LUSIONS AND CONDITIONS OF SUCH							D ALL .	THE TERMS,
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							PERSONAL & ADV INJURY	\$ \$	10,000,000
							GENERAL AGGREGATE	\$ \$	6,000,000
ľ							PRODUCTS - COMP/OP AGG SIR: \$500,000	\$ \$	0,000,000
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							(Ea accident) BODILY INJURY (Per person)	\$	3,000,000
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lf D	yes, describe under ESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT		2,000,000
	PTION OF OPERATIONS / LOCATIONS / VEHIC	•				e space is requir	ed)		
City, its	officers and employees are included as additional	insured (ex	cept workers' compensation) where re	equired by	written contract.				
CERT	IFICATE HOLDER			CANC	ELLATION				
City	OF SPOKANE								
	ER AND HYDROELECTRIC DEPARTMENT						ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E		-
914	East North Foothills Drive						Y PROVISIONS.		
Spok	ane, WA 99207								
					RIZED REPRESE	NTATIVE			
					h USA Inc.				
				Lauren	Giagrande		Sturen Giang	-	
					© 19	88-2016 AC	ORD CORPORATION.	All rig	hts reserved.

AC	CER	ΓIF	IC	ATE OF LI	ABIL	TY IN	SURA	NCE		/DD/YYYY) /2019
CE BE	IS CERTIFICATE IS ISSUED AS A RTIFICATE DOES NOT AFFIRMAT LOW. THIS CERTIFICATE OF INS PRESENTATIVE OR PRODUCER, A	IVEL' URAI	Y OR NCE I	NEGATIVELY AMEN DOES NOT CONSTIT	ND, EXTEN	D OR ALTE	R THE CO	VERAGE AFFORDED	BY THE P	OLICIES
SU	PORTANT: If the certificate holder is IBROGATION IS WAIVED, subject to rtificate does not confer rights to th	b the	term	s and conditions of t	he policy,	certain polic				
PROD	ÿ		inicat		CONTAC NAME:					
	Risk Services Northeast, Inc.				PHONE (A/C. No	Ext). (866) 2	283-7122	FAX (A/C. No.): (800)) 363-0105	
One	York NY Office Liberty Plaza				E-MAIL ADDRES	•		(20. 10.).		
165 Broadway, Suite 3201 New York NY 10006 USA							URER(S) AFFO	RDING COVERAGE		NAIC #
INSUR	ED				INSURE	RA: Beaz	ley Insuran	nce Company, Inc.	37	7540
	Technologies U.S. Inc.; HM U.S. Inc;				INSURE	R B:				
Pure	Holding Inć.				INSURE	R C:				
	State Route 108, Suite D mbia MD 21045 USA				INSURE					
					INSURE					
0.01	ERAGES CER			NUMBER: 57007642	INSUREI	< F:	PI	EVISION NUMBER:	I	
-	IS IS TO CERTIFY THAT THE POLICIES			-		N ISSUED TO			THE POLIC	Y PERIOD
CE	NCATED. NOTWITHSTANDING ANY RE	PERT	AIN, T	HE INSURANCE AFFC	ORDED BY T	THE POLICIES	S DESCRIBE	D HEREIN IS SUBJECT		
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-	ANY AUTO							BODILY INJURY (Per accident)		
_	AUTOS ONLY AUTOS							PROPERTY DAMAGE		
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	ANY PROPRIETOR / PARTNER / EXECUTIVE	7						E.L. EACH ACCIDENT		
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A						E.L. DISEASE-EA EMPLOYEE		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE-POLICY LIMIT		
Α	E&O-MPL-Primary			FSCEO1900583 Claims-Made SIR applies per p	olicy tor	06/01/2019	, . ,	Each Loss Retention	\$1	0,000,000. \$500,000
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						N DATE THERE		IBED POLICIES BE CANCE ILL BE DELIVERED IN ACCO		E THE TH THE
	City of Spokane			Δ		EPRESENTATIVE				
	Water and Hydroelectric Dep 914 East North Foothills Dr Spokane WA 99207 USA		ent	م ا				ices Northeast	Inc	E THE THE
1										

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DATE(MM/DD/YYYY)

Williams, Stephen

From:	Johnson, Samantha
Sent:	Thursday, October 24, 2019 1:36 PM
To:	Clerks - City of Spokane
Subject:	Pipe Condition Assessment Sole Source & Contract - Council Approval 10/28
Categories:	Yellow Category

Good afternoon -

The screenshot below verifies the business registration endorsement pertaining to RES 2019-0091 scheduled for Council approval on Monday 10/28. Please add this documentation to the agenda item.

Confirmation

Washington State Department of Revenue

Your request has been submitted and your confirmation number is 0-010-868-144

Below is information from your applicationFiling Date and Time10/24/2019 9:36:45 AMLegal Entity NamePURE TECHNOLOGIES U.S. INC.UBI601-804-430Payment MethodCredit CardAmount Due\$286.00Credit Card Processing Fee \$7.15Payment Amount\$293.15

We will process your business application within the next 10 business days. If you want to check the status of your application, the quicke your MyDOR account at dor.wa.gov.

Check the status of your application from the Submissions tab.

For information on business resources, education and workshops go to http://bls.dor.wa.gov/nextsteps.aspx

Thank you!



Samantha Johnson | Procurement Specialist Water/Wastewater Maintenance Utilities 909 E. Sprague Avenue Spokane, WA 99202 Direct 509.625.7937 | Mobile 509.309.6429 sjohnson@spokanecity.org

🛱 FIND US 🕂 LIKE US 🍼 FOLLOW US

Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. - Chapter 42.56 RCW

See City of Spokane Procurement projects and register for the City of Spokane electronic bidding portal at: https://spokane.procureware.com/home

Register for the City of Spokane Small Public Works, Consultant, and/or Vendor rosters at: https://mrscrosters.org/

SPOKANE Agenda Sheet	Date Rec'd	10/14/2019					
10/28/2019	Clerk's File #	RES 2019-0092					
		Renews #					
Submitting Dept	PLANNING	Cross Ref #					
Contact Name/Phone	TERI STRIPES 625-6597	Project #					
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	<u>Bid #</u>					
Agenda Item Type	Resolutions	Requisition #					
Agenda Item Name	0650-SPONSORSHIP OF NEPDA TO JOIN AWC EMPLOYEE BENEFIT TRUST						
Agenda Wording							

A Resolution providing the City of Spokane's authorization, as a sponsoring entity, for the Northeast Public Development Authority to join the Association of Washington Cities Employee Benefit Trust.

Summary (Background)

The Northeast Public Development Authority is seeking the City's sponsorship in its application to join the AWC's employee benefits trust as a non-city entity.

Fiscal I	mnact	Grant related?	NO	Budget Account		
<u>1 150al 1</u>	mpact		-	Budget Account		
		Public Works?	NO			
Neutral	\$			#		
Select	\$			#		
Select	\$			#		
Select	\$			#		
Approvals				Council Notification	IS	
Dept Hea	Dept Head TRAUTMAN, HEATHE		IAN, HEATHER	Study Session		
Division	Director	CORTRIC	GHT, CARLY	<u>Other</u>	Urban Experience	
Finance		ORLOB,	KIMBERLY	Distribution List		
Legal		PICCOLC), MIKE	tstripes@spokanecity.org		
For the M	Mayor	ORMSBY	, MICHAEL	gcooley@spokanecity.org		
Additio	nal App	rovals		htrautman@spokanecity.org		
Purchas	ing			mpiccolo@spokanecity.org		
			sbishop@spokanecity.org			

Briefing Paper .:. -~

l	Jrban Experience Committee						
Division & Department:	Planning Economic Development Team						
Subject:	Northeast Public Development Authority						
Date:	10/14/2019						
Author (email & phone):	Department Director, Heather Trautman and Teri Stripes x6597						
City Council Sponsor:	Ben Stuckart						
Executive Sponsor:	Gavin Cooley						
Committee(s) Impacted:	Urban Experience, Sustainable Resource and Innovative Infrastructure						
Type of Agenda item:	X Consent Discussion Strategic Initiative						
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	 Strategic Key Advancement of: Strategies and Tactics: Invest in Key Neighborhoods and Business Centers; esp PDA's Invest in Key Public Amenities and Facilities Maximize Public Assets Expected Outcomes: Property values growing faster than historic averages We have created an environment to promote mixed income neighborhoods with a diverse range of housing options for all buyers Total public/private investment and job growth is higher in targeted areas compared with the region 						
	Comprehensive Plan, Charter 7 Economic Development: ED 2 LAND AVAILABILITY FOR ECONOMIC ACTIVITIES Goal: Ensure that an adequate supply of useable industrial and commercial						
	 Property is available for economic development activities. ED 6 INFRASTRUCTURE Goal: Implement infrastructure maintenance and improvement programs that support new and existing business and that reinforce Spokane's position as a regional center. 						
	ED 7 REGULATORY ENVIRONMENT AND TAX STRUCTURE Goal: Create a regulatory environment and tax structure that encourage investment, nurture economic activity, and promote a good business climate.						
	 ED 7.4 Tax Incentives for Land Improvement Support a tax structure that encourages business investment and construction where infrastructure exists, especially in centers or other target areas for development. ED 7.5 Tax Incentives for Renovation Use tax incentives and investments to encourage revitalization, modernization, or rehabilitation of deteriorated 						

	residential and commercial properties and buildings for new						
	economic activity.						
Strategic Initiative:	See above Alignment with Urban Experience						
Deadline:	10/14/2019						
Outcome: (deliverables,	The Northeast Public Development Authority is seeking the City's						
delivery duties, milestones to	sponsorship in its application to join the AWC's employee benefits						
meet)	trust as a non-city entity.						
Background/History: Provide brief history e.g. this is the 3 rd and final 5 year extension of the contract							
which was put in place in 2007.							
The City of Spokane created and established the Northeast PDA (NE PDA) in November of 2011							
pursuant to RCW 35.21.730755 to assist in providing economic development in the northeast							
portion of the City and to provide economic stimulus and benefit to the entire City and region							
Executive Summary:							
The Northeast Public Development Authority is seeking the City's sponsorship in its application to join							
the AWC's employee benefits trust as a non-city entity.							
The Trust requires that before	a non-city entity can participate in the Trust's programs, a city member						
of the Trust must sponsor the non-city entity's request.							
Budget Impact:							
Approved in current year budget? 🔲 Yes 🔛 No							
Annual/Reoccurring expenditure? 🔲 Yes 🔲 No							
Other budget impacts: (revenue generating, match requirements, etc.)							
Operations Impact:							
Consistent with current operations/policy? X Yes 🔲 No							
Requires change in current operations/policy? 🔲 Yes x No							
Specify changes required: ORD amendment							
Known challenges/barriers:							

RESOLUTION NO. 2019 - 0092

A Resolution providing the City of Spokane's authorization, as a sponsoring entity, for the Northeast Public Development Authority to join the Association of Washington Cities Employee Benefit Trust.

WHEREAS, the City of Spokane created and established the Northeast PDA (NE PDA) in November of 2011 pursuant to RCW 35.21.730-.755 to assist in providing economic development in the northeast portion of the City and to provide economic stimulus and benefit to the entire City and region; and

WHEREAS, the City and the NE PDA entered into an interlocal cooperation agreement in February of 2013 to establish an operational agreement between the parties to assist in the NE PDA to achieve the purpose and goals of the PDA; and

WHEREAS, the NE PDA provides economic development services for the City of Spokane in the northeast area of the City, services which the City previously provided with its own staff; and

WHEREAS, the NE PDA wants to participate in the Association of Washington Cities Employee Benefit Trust benefits program ("Trust") as a quasimunicipal entity; and

WHEREAS, the Trust requires that before a non-city entity can participate in the Trust's programs, a city member of the Trust must sponsor the non-city entity's request; and

NOW, THEREFORE, BE IT RESOLVED that the City of Spokane, as a City member of the Association of Washington Cities Employee Benefit Trust, sponsors the Northeast Public Development Authority's request for application to join the Association of Washington Cities Employee Benefit Trust as a non-city entity.

BE IT ALSO RESOLVED that the City of Spokane requests that the Northeast Public Development Authority be allowed membership into the Association of Washington Cities Employee Benefit Trust.

ADOPTED by the Spokane City Council this _____ day of _____, 2019.

City Clerk

Approved as to form:

Assistant City Attorney

SPOKANE Agenda Sheet	Date Rec'd	10/16/2019			
10/28/2019	Clerk's File #	RES 2019-0093			
	Renews #				
Submitting Dept	CITY COUNCIL	Cross Ref #			
Contact Name/Phone	CANDACE 625-6256	Project #			
Contact E-Mail	EPOULSEN@SPOKANECITY.ORG	Bid #			
Agenda Item Type	Resolutions	Requisition #			
Agenda Item Name	0320 - RESOLUTION ADOPTING THE CITY'S 2020 STATE LEGISLATIVE AGENDA				
Agenda Wording					

A resolution adopting the City of Spokane's 2020 State Legislative Agenda.

Summary (Background)

The Spokane Municipal Code requires that "[a]ny legislative agenda to be advocated for by the City of Spokane at the state or federal level shall be adopted and may be amended by resolution of the City Council, after consultation with the Mayor, as the official legislative agenda of the City of Spokane." SMC 02.03.030. This resolution adopts the agenda and provides for the process for amending items located within each of three tiers, corresponding to the degree of City involvement in the item.

Fiscal I	mpact	Grant re	lated?	NO	Budget Account	
		Public W	/orks?	NO		
Neutral	\$				#	
Select	\$				#	
Select	\$				#	
Select	\$				#	
Approvals				Council Notifications		
Dept Head		٦	MCCLATCHEY, BRIAN		Study Session	10/10/2019
Division Director					<u>Other</u>	
Finance BUST		BUSTOS,	KIM	Distribution List		
<u>Legal</u>		0	DALTON,	, PAT		
For the Mayor ORMS		ORMSBY	, MICHAEL			
Additional Approvals						
Purchasing						

RESOLUTION NO. 2019 - 0093

A Resolution providing the City of Spokane's authorization, as a sponsoring entity, for the Northeast Public Development Authority to join the Association of Washington Cities Employee Benefit Trust.

WHEREAS, the City of Spokane created and established the Northeast PDA (NE PDA) in November of 2011 pursuant to RCW 35.21.730-.755 to assist in providing economic development in the northeast portion of the City and to provide economic stimulus and benefit to the entire City and region; and

WHEREAS, the City and the NE PDA entered into an interlocal cooperation agreement in February of 2013 to establish an operational agreement between the parties to assist in the NE PDA to achieve the purpose and goals of the PDA; and

WHEREAS, the NE PDA provides economic development services for the City of Spokane in the northeast area of the City, services which the City previously provided with its own staff; and

WHEREAS, the NE PDA wants to participate in the Association of Washington Cities Employee Benefit Trust benefits program ("Trust") as a quasimunicipal entity; and

WHEREAS, the Trust requires that before a non-city entity can participate in the Trust's programs, a city member of the Trust must sponsor the non-city entity's request; and

NOW, THEREFORE, BE IT RESOLVED that the City of Spokane, as a City member of the Association of Washington Cities Employee Benefit Trust, sponsors the Northeast Public Development Authority's request for application to join the Association of Washington Cities Employee Benefit Trust as a non-city entity.

BE IT ALSO RESOLVED that the City of Spokane requests that the Northeast Public Development Authority be allowed membership into the Association of Washington Cities Employee Benefit Trust.

ADOPTED by the Spokane City Council this _____ day of _____, 2019.

City Clerk

Approved as to form:

Assistant City Attorney

RESOLUTION NO. 2019-0093

A Resolution adopting the City of Spokane's legislative agenda for the 2020 state legislative session.

WHEREAS, "Any legislative agenda to be advocated for by the City of Spokane at the state or federal level shall be adopted and may be amended by resolution of the City Council, after consultation with the Mayor, as the official legislative agenda of the City of Spokane" (SMC 02.03.030); and

WHEREAS, as in past years, the City's legislative agenda contains three tiers of legislative items, only the first of which will require advocacy by City Council members and/or staff; and

WHEREAS, the City Council has consulted with its contract lobbyists, state legislators, and administration staff to form the attached list of priorities for the upcoming 2020 state legislative session.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council hereby adopts the attached City of Spokane 2020 State Legislative Agenda.

BE IT ALSO RESOLVED that the City Council empowers its ad hoc legislative committee to add or subtract items contained within Tier 2 ("support, assist effort as needed") and Tier 3 ("monitor for impacts, respond as appropriate") without the need for an additional City Council resolution; provided, that any changes to items contained within Tier 1 shall require the Council's adoption of an amending resolution.

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

City Clerk

Approved as to form:

Assistant City Attorney



City of Spokane 2020 State Legislative Agenda

TIER 1 (high priority-lead effort)

Youth Homelessness

Secure \$2 million for capital expenses related to establishing shelter for youth and young adults, who are especially vulnerable to the impacts of homelessness.

Housing for All

- Continue working to pass <u>SHB 1590</u>, which gives city and county legislative authorities a new financing tool by allowing them to pass a local sales & use tax up to 0.1% for housing along with mental and behavioral health treatment services.
- Propose new legislation to include "permanently affordable housing" as a qualifying public improvement under Tax Increment Financing (TIF) Local Infrastructure Housing Tool, and Local Revitalization Financing (LRF), creating another financing tool to purchase land and construct affordable housing.

Smart Justice

- Establish a pilot program allowing our region to share in the cost savings created by using accelerated rehabilitation and community safety (ARCS) services in lieu of incarceration.
- Secure state funding similar to Snohomish County-Pioneer Human Services partnership in 2018 to develop semi-secure transitional housing for offenders in diversion programs awaiting treatment and other services.

Traffic Safety

Advocate for changes to <u>HB 1793/SB 5789</u> that would allow Spokane to create a pilot program using automated traffic safety cameras to improve public safety near schools

and parks as well as locations restricted for emergency vehicles or public transportation vehicles.

TIER 2 (support, assist effort as needed)

HB 1110/SB 5412 (Clean Fuels Standard)

Directs Department of Ecology to adopt a rule establishing a clean fuels program to limit greenhouse gas emissions per unit of transportation fuel energy to 10 percent below 2017 levels by 2020 and 20 percent below 2017 levels by 2035.

HB 1796 (C-PACER)

- Creates a commercial property-assessed clean energy and resiliency program that facilitates a public-private partnership for the financing of energy efficiency retrofits and new construction.
- Authorizes a capital provider (private entity) to provide financing for qualifying capital improvements such as energy efficiency, water conservation, renewable energy, and resiliency projects which are repaid through assessments on property.

<u>SB 5899</u> (Economic Development Funding)

Allows 0.09% sales tax credit for border and rural counties in Washington State to fund economic development initiatives.

<u>SB 5812</u>/ <u>HB 1797</u> (Accessory Dwelling Units)

- Requires cities and counties to adopt ordinances that authorize accessory ADUs within designated urban growth areas by June 1, 2021, and establishes certain regulatory requirements that must be included.
- Exempts cities that have adopted ADU regulations on or before the effective date of the Growth Management Act (GMA) from the ADU regulation requirements, but encourages them to adopt similar policies before their next comprehensive review is due under the GMA

HB 1718 (Mental Health Funding)

Removes prohibitions on supplanting existing local government expenditures with proceeds from a locally imposed 0.1% sales and use tax dedicated to mental health and substance abuse.

HB 1453 (Renter Eviction)

• Extends the 3-day notice to pay and vacate for default in rent payment to 14 days' notice for tenancies under the Residential Landlord-Tenant Act

- Requires a landlord to first apply any tenant payment to rent before applying the payment toward other charges
- Provides requirements and limitations on the award of attorneys' fees under unlawful detainer actions.

"Early Start Act 2.0"

Sen. Billig proposal addressing child care access and quality, details TBA.

Urban Ag Land Protection

Explore options including TIF to help create an urban agriculture land trust in response to Pilcher ruling.

Sex Offender Reform

Work with DSHS to improve relocation process for Level 3 offenders, requiring family ties, job assistance, adequate housing etc.

Drivers Licensing

Work with DOL to require defensive driving component on driving test, e.g., texting while driving, following too closely, rules for unmarked intersections.

<u>Budget</u>

- Permanent source of funding for Housing Trust Fund
- Additional local funding for drug treatment
- School safety: Rep. Dolan proposal to fund ESD training and technical support for behavioral health programming within school districts.

TIER 3 (monitor for impacts, respond as appropriate)

Multifamily Sales Tax Exemption

Recommendation by JLARC that cities be required to include analysis of profitability as a consideration in offering or approving exemptions.

<u>Carbon Tax</u>

Various proposals expected to levy a new tax on the carbon content of fuels (transport & energy sectors).

Renter Protection

- <u>HB 1591</u> (homeless bill of rights)
 - Codifies the rights in public space of people experiencing homelessness, and provides that such a person may not be prosecuted criminally for exercising these rights when the person has no reasonable alternative but to survive in public space and existing local shelters are inadequate in number or capacity or are functionally inaccessible.
- New legislation expected to limit the amount of rent increases that landlords can impose.

Housing Trust Fund

Housing groups considering proposal to earmark portion of HTF for home ownership.

SPOKANE Agenda Sheet	Date Rec'd	10/14/2019		
10/28/2019		Clerk's File #	ORD C35826	
		Renews #		
Submitting Dept	PLANNING	Cross Ref #		
Contact Name/Phone	ntact Name/Phone LOUIS MEULER 625-6096			
Contact E-Mail	ICT E-Mail LMEULER@SPOKANECITY.ORG			
Agenda Item Type	First Reading Ordinance	Requisition #		
Agenda Item Name	0650 - EMERGENCY AMEND: CHARACTERISTICS OF DT COMPLETE STREET			
Agenda Wording				

The proposed amendment will modify what is required by the City Council to vacate full or partial right-ofways for a public purpose that has a Complete Street designation within the Downtown Zones.

Summary (Background)

The Regional Sports Complex is being constructed on a site that covers the current area of Cataldo Ave., between Howard St. and Washington St. To support the project the full street vacation of Cataldo Ave. is needed along with a portion of Dean Ave. Spokane Municipal Code (SMC) 17C.124.035 states that streets shown on Map 5.1 "Streetscape Improvements" in the Downtown Plan are not to be vacated in order to "incorporate the elements described in the complete street designation".

Fiscal Impact	Grant related?	NO	Budget Account	
	Public Works?	YES		
Neutral \$			#	
Select \$			#	
Select \$			#	
Select \$			#	
Approvals			Council Notificatio	ons
Dept Head	TRAUT	/AN, HEATHER	Study Session	
Division Director	CORTRI	GHT, CARLY	<u>Other</u>	PIES 9/23/19
Finance	ORLOB,	KIMBERLY	Distribution List	
Legal	RICHMA	N, JAMES	ssuski@spokanecity.org	
For the Mayor	ORMSB	Y, MICHAEL	Imeuler@spokanecity.or	g
Additional Approvals		htrautman@spokanecity.org		
Purchasing		sbishop@spokanecity.org		
		smsimmons@spokanecity.org		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This section of Cataldo Ave. and Dean Ave. is listed as a "Type IV - Neighborhood Street: Type IV streets carry little through traffic and tend to have less commercial activity than the other types of complete streets. These tend to have generous sidewalks, landscaping, and street trees."

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

Briefing Paper

Council Meeting	Business and Development Services, Planning Services		
Division & Department:			
Subject:	The proposed amendment to the Characteristics of Downtown Complete Street Designations code section, SMC 17C.124.035 will modify what is required by the City Council to vacate a street or portion of a street for a public purpose that has a Complete Street designation within the Downtown Zones.		
Date:	September 25, 2019		
Contact (email & phone):	e): Shea Suski, 625-6965 or Louis Meuler, 625-6096		
City Council Sponsor:			
Executive Sponsor:	Neighborhood & Planning Services		
Strategic Initiative:	Urban Experience		
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of an emergency amendment to the Characteristics of Downtown Complete Street Designations code section, SMC 17C.124.035		

Background/History:

The Regional Sports Complex is being constructed on a site that covers the current area of Cataldo Ave., between Howard St. and Washington St. To support the project the full street vacation of Cataldo Ave. is needed along with a portion of Dean Ave. Spokane Municipal Code (SMC) 17C.124.035 states that streets shown on Map 5.1 "Streetscape Improvements" in the Downtown Plan are not to be vacated in order to "incorporate the elements described in the complete street designation". This section of Cataldo Ave. and Dean Ave. is listed as a "Type IV – Neighborhood Street: Type IV streets carry little through traffic and tend to have less commercial activity than the other types of complete streets. These tend to have generous sidewalks, landscaping, and street trees."

The proposed emergency amendment to the Characteristics of Downtown Complete Street Designations code section, SMC 17C.124.035 will modify what is required by the City Council to vacate a street or portion of a street for a public purpose on those streets that have a Complete Street designation within the Downtown Zones.

Draft Code Amendment:

Section 17C.124.035 Characteristics of Downtown Complete Street Designations

The downtown zones are complemented by the complete streets designations map (described in detail in the downtown plan) that further guides public and private development within the downtown. The different complete streets designations set different street standards and desired amenities based upon the intended use and desired qualities of the street. The complete streets designations are depicted on Map 5.1 "Streetscape Improvements" in the downtown plan and zoning layer. Right-of-ways found on the complete streets map shall not be vacated as the space is needed to incorporate the elements described in the complete street designation; provided, upon a finding that a vacation is needed in order to accommodate a public use, the City Council may approve a request to vacate such streets or portions thereof. Curb to property line and the sidewalk width shall not be reduced in order to allow for future complete street elements. The complete streets designation types are summarized below:

ORDINANCE NO. C35826

AN ORDINANCE AMENDING SPOKANE MUNICIPAL CODE 17C.124.035 "CHARACTERISTICS OF DOWNTOWN COMPLETE STREET DESIGNATIONS" TO ALLOW FOR THE VACATION OF ALL OR PARTS OF RIGHT-OF-WAYS DESIGNATED AS A COMPLETE STREET TO ACCOMMODATE A PUBLIC USE; AND DECLARING AN EMERGENCY.

WHEREAS, in compliance with the Washington State Growth Management Act, Chapter 36.70A RCW, the City of Spokane adopted a Comprehensive Plan in May 2001 and Comprehensive Plan Update in June 2017; and

WHEREAS, the City of Spokane adopted the updated Downtown Plan "Fast Forward Spokane: Downtown Plan Update" in December 2009 as part of the City's Comprehensive Plan; and

WHEREAS, the City Council enacted Ordinance No. C-34522 on January 16, 2010 adopting Chapter 17C.124 Downtown Zones as part of the Spokane Municipal Code, codifying the Downtown Plan Update, including Map 5.1 "Streetscape Improvements"; and

WHEREAS, Spokane Municipal Code Section 17C.124.035 "Characteristics of Downtown Complete Street Designations" references Map 5.1 of the Downtown Plan that depicts complete streets designations and states, "Right-of-ways found on the complete streets map shall not be vacated as the space is needed to incorporate the elements described in the complete street designation"; and

WHEREAS, Spokane Municipal Code Section 17G.025.010 "Text Amendments to the Unified Development Code" identifies terms and conditions for amendments to the Spokane Municipal Code; and

WHEREAS, the Plan Commission held a public hearing on this amendment on October 9th, 2019 and recommended to approve the amendment to SMC 17C.124.010; and

WHEREAS, as a result of the City's efforts, the public has had the opportunity to participate throughout the code amendment process and all persons desiring to comment on the proposal were given a full and complete opportunity to be heard; and

WHEREAS, on October 7th, the City notified the Department of Commerce of its intent to adopt this Ordinance and requested expedited review of the same; and

WHEREAS, the City Council finds that the amendments set forth herein are consistent with the Growth Management Act, and will protect and promote the health, safety and welfare of the general public; and

WHEREAS, the amendment was found to be a procedural amendment and exempt from the State Environmental Policy Act (SEPA); and

WHEREAS, the City Council finds that it is necessary for this Ordinance to take effect immediately upon passage in order to accommodate a pending street vacation request that is necessary to facilitate construction of the planned Sportsplex;

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

Section 1: <u>Findings, Analysis and Conclusions.</u> After reviewing the record and considering the arguments and evidence in the record and at the public meetings, the City Council hereby adopts the findings and conclusions adopted by the Plan Commission on October 9th, 2019.

Section 2: <u>Amendment of Spokane Municipal Code Section 17C.124.035.</u> In accordance with Spokane Municipal Code Section 01.01.040 Amendment of Code, Spokane Municipal Code Section 17C.124.035 is hereby amended to read as follows:

"The downtown zones are complemented by the complete streets designations map (described in detail in the downtown plan) that further guides public and private development within the downtown. The different complete streets designations set different street standards and desired amenities based upon the intended use and desired qualities of the street. The complete streets designations are depicted on Map 5.1 "Streetscape Improvements" in the downtown plan and zoning layer. Right-of-ways found on the complete streets map shall not be vacated as the space is needed to incorporate the elements described in the complete street designation; provided, upon a finding that a vacation is needed in order to accommodate a public use, the City Council may approve a request to vacate such right-of-ways or portions thereof. Curb to property line and the sidewalk width shall not be reduced in order to allow for future complete street elements. The complete streets designation types are summarized below:

- A. Type I Community Activity Street.
 Type I streets are slow, two-way streets with wide, well-maintained sidewalks and pedestrian amenities to encourage strolling, walking, and shopping.
- B. Type II Community Connector.
 Type II streets move traffic and pedestrians into and around downtown. There streets provide some of the major pedestrian connection to surrounding neighborhoods and districts.
- C. Type III City-Regional Connector. Type III streets move auto traffic through downtown and provide connections to the rest of the City and region. These attractive, landscaped arterials are to be improved with street trees, sufficient sidewalks for pedestrian circulation and pedestrian buffer areas, and safe pedestrian crossings.

D. Type IV – Neighborhood Streets.

Type IV streets carry little through traffic and tend to have less commercial activity than the other types of complete streets. These tend to have generous sidewalks, landscaping, and street trees. All downtown streets will meet Type IV criteria to a minimum.

E. Alleys. Alleys provide the best opportunity to prioritize the pedestrian above the motor vehicle. Alleys are critical service areas where deliveries and refuse collection shall be focused. Alley encroachments shall be removable and allow for nightly access."

Section 3: <u>Declaration of Emergency and Effective Date</u>. This ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance necessary for the protection of the public health, public safety, public property, or public peace, and for the immediate support of City government and its existing public institutions, shall be effective immediately upon its passage.

Section 4: <u>Transmittal to State.</u> Pursuant to RCW 36.70A.106, this Ordinance shall be transmitted to the Washington Department of Commerce as required by law.

Section 5: <u>Severability/Validity.</u> The provisions of this ordinance are declared separate and severable. If any section, paragraph, subsection, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The City Council hereby declares that they would have passed this ordinance and each section, paragraph, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, paragraphs, clauses or phrases were unconstitutional or invalid.

Passed by City Council _____

Council President

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Mayor

Date

Effective Date

Spokane Plan Commission Findings of Fact, Conclusions, and Recommendations on Proposed Amendment to Spokane Municipal Code Section 17C.124.035 Characteristics of Downtown Complete Street Designations

A recommendation of the Spokane Plan Commission to the City Council to APPROVE a proposal to amend Spokane Municipal Code Section 17C.124.035. If approved, the amendment would allow for the vacation of rightof-way designated as a Complete Street in the Downtown Plan Map 5.1 "upon a finding that a vacation is needed in order to accommodate a public use".

FINDINGS OF FACT:

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 and Comprehensive Plan Update in June 2017 that comply with the requirements of the Growth Management Act (GMA).
- B. The City of Spokane adopted the updated Downtown Plan "Fast Forward Spokane: Downtown Plan Update" in December 2008 as part of the City's Comprehensive Plan and enacted Ordinance No. C-34522 on January 16, 2010 adopting Chapter 17C.124 Downtown Zones as part of the Spokane Municipal Code (SMC), codifying the Downtown Plan Update, including Map 5.1 "Streetscape Improvements" which designates Complete Streets.
- C. SMC Section 17C.124.035 Characteristics of Downtown Complete Street Designations states, in part: "Right-of-ways found on the complete streets map shall not be vacated as the space is needed to incorporate the elements described in the complete street designation."
- D. SMC Section 17G.025.010 Text Amendments to the Unified Development Code allows for the amendment of the SMC if the City finds "the proposed amendment is consistent with the applicable provisions of the comprehensive plan" and "the proposed amendment bears a substantial relation to public health, safety, welfare, and pretention of the environment."
- E. The amendment is categorically exempt under SEPA Chapter 43.21C RCW.
- F. On September 25, 2019 and October 2, 2019 a Notice of Public Hearing and SEPA Determination was published in the Spokesman Review advertising the October 9, 2019 hearing. The same notice was posted at City Hall and the main branch of the library on September 30, 2019.
- G. On October 1, 2019, staff requested comments from agencies and departments. No adverse comments were received from agencies or departments regarding the Proposed Amendment.

- H. On October 1, 2019, the City provided Notice of Public Hearing with a link to a project website to neighborhood councils that are covered by Map 5.1 including Browne's Addition, Cliff/Cannon, East-Central, Peaceful Valley, Riverside, and West-Central.
- I. On October 9, 2019 a Notice of the Intent to Adopt an Amendment to the Unified Development Code providing a summary of the amendment and the process to adopt was published in the City's Gazette.
- J. Public comment was accepted through the process until the October 9, 2019 Plan Commission hearing, including an open house held prior to the hearing to answer questions and receive comment.
- K. On October 7th, 2019, the Washington State Department of Commerce and appropriate state agencies were given the notice of intent to adopt before adoption of any proposed changes to the Unified Development Code.
- L. Prior to the Plan Commission hearing, staff prepared a briefing paper and presentation providing staff's analysis of the merits of the proposal to amend SMC Section 17C.124.035, and recommending approval of the application.
- M. As a result of the City's efforts, the public has had an appropriate opportunity to participate in the proposed amendment and persons desiring to comment have been given an opportunity to comment on the proposal.
- N. On October 9, 2019, the Plan Commission held a public hearing on the Proposed Amendment.
- O. Except as otherwise indicated herein, the Plan Commission adopts the findings and analysis set forth in the Briefing Paper prepared for the Proposed Amendment (the "Briefing Paper").

CONCLUSIONS:

Based upon the application materials, staff analysis (which is hereby incorporated into these findings, conclusions, and recommendation), agency and public comments received, and public testimony presented regarding the proposal, the Plan Commission makes the following conclusions with respect to the review criteria outlined in SMC 17G.025:

- 1. The Interested agencies and the public have had opportunities to participate throughout the process and persons desiring to comment have been given that opportunity to comment.
- 2. The proposed amendment is consistent with the goals and purposes of GMA.
- 3. The proposed amendment is consistent with the Countywide Planning Policies for Spokane County, the comprehensive plans of neighboring

jurisdictions, applicable capital facilities plans, the regional transportation plan, and official population growth forecasts.

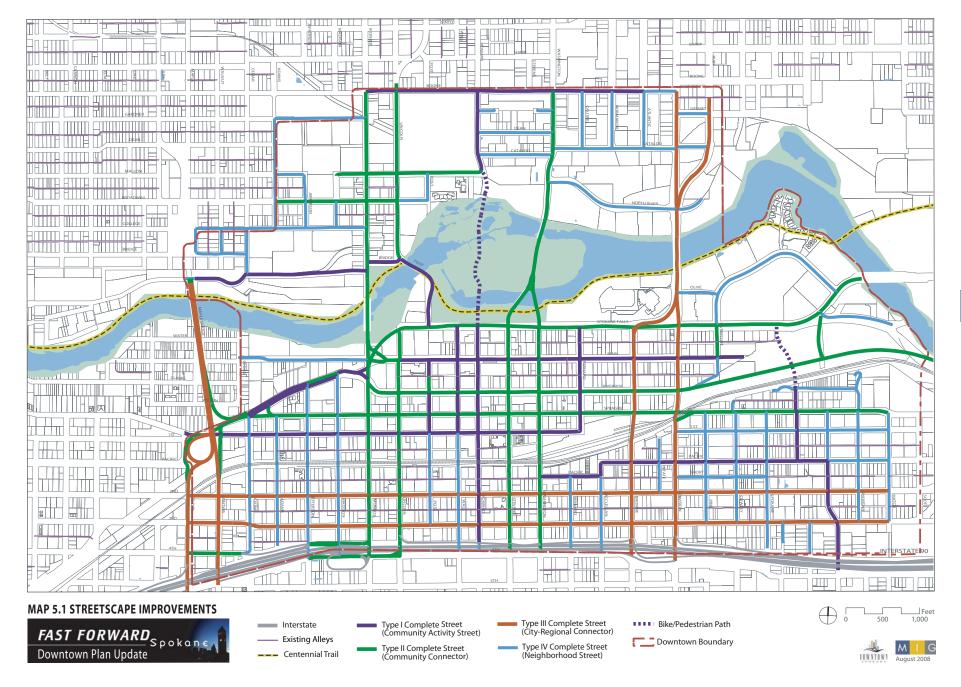
- 4. The proposed amendment is consistent with the applicable provisions of the comprehensive plan,
- 5. The proposed amendment bears substantial relation to public health, safety, welfare, and protection of the environment by providing flexibility to SMC 17C.124.035 that does not currently exist in the code and would otherwise require a cumbersome process of amending the Downtown Plan Map 5.1 "Streetscape Improvements" of which could delay any necessary response that aims to protect these stated values.

RECOMMENDATIONS:

In the matter of the proposal to amend the Spokane Municipal Code Section 17C.124.035 to add language that allows for the vacation of right-of-ways designated as a Complete Street in the Downtown Plan Map 5.1 provided the purpose is for a public use:

The Plan Commissions recommends to City Council the APPROVAL by a vote of 4 to 2 of the proposed amendment, and authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Commission's findings, conclusions, and recommendation on the Proposed Amendment.

Todd Beyreuther, President Spokane Plan Commission October 9, 2019



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SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	10/15/2019
10/28/2019	Clerk's File #	ORD C35827	
	Renews #		
Submitting Dept	CITY COUNCIL	Cross Ref #	OPR 2019-0926
Contact Name/Phone	BEN STUCKART 6256269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Final Reading Ordinance	Requisition #	
Agenda Item Name	0320 WEST PLAINS/AIRPORT ARA PUBLIC DEVELOPMENT AUTHORITY		
-	ORDINANCE		

Agenda Wording

AN ORDINANCE REGARDING THE REFORMATION THE WEST PLAINS /AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

Summary (Background)

This ordinance approves an interlocal agreement between the City of Spokane and Spokane County regarding the reformation of the West Plain/Airport Area Public Development Authority, amends the Charter of the West Plains/Airport Area Public Development Authority Board, and amends the bylaws of the West Plains/Airport Area Public Development Authority.

Fiscal Impact	Grant	related?	NO	Budget Account	
	Public	Works?	NO		
Select \$				#	
Select \$				#	
Select \$				#	
Select \$				#	
Approvals		Council Notifications			
Dept Head		MCDANI	EL, ADAM	Study Session	
Division Directo	<u>or</u>			<u>Other</u>	Urban Experience -
					10/15/19
<u>Finance</u>		HUGHES	, MICHELLE	Distribution List	
<u>Legal</u>		PICCOLO	, MIKE	mpiccolo@spokanecity.org	5
For the Mayor		ORMSBY	, MICHAEL		
Additional Approvals					
Purchasing					

ORDINANCE NO. C35827

AN ORDINANCE REGARDING THE REFORMATION THE WEST PLAINS /AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

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

WHEREAS, pursuant to the provisions of RCW 35.21.703, it shall be in the public purpose for all cities to engage in economic development programs; and

WHEREAS, pursuant to the provisions of RCW 36.21.730 et seq. cities and counties have the legal authority to create public development authorities to (i) administer and execute federal grants or programs, (ii) receive and administer private funds, goods or services for any lawful public purpose, (iii) improve governmental efficiency and services, (iv) improve the general living conditions in the urban areas in and around the City, and (v) perform any lawful public purpose or public functions; and

WHEREAS, pursuant to the provisions of RCW 36.21.730, any city or county may by ordinance or resolution create a public development authority; and

WHEREAS, the City of Spokane ("City") and Spokane County ("County") pursuant to the provisions of RCW 36.21.730 et seq., chapter 39.34 RCW, RCW 36.01.085 and RCW 35.21.730 initially created and established the West Plains/Airport Area Public Development Authority ("WPPDA") in November 2017 under City of Spokane document OPR 2017-0463 and Spokane County Resolution No. 17-0625 to assist in providing economic development to the Spokane International Airport and West Plains within Spokane County and provide economic stimulus and benefit to the entire City, County and region; and

WHEREAS, after the creation and establishment of the WPPDA, the City and County have jointly formed and participated in other Public Development Authorities. The City and County, to the maximum extent possible, would like to make the interlocal agreements, charters and bylaws of the various Public Development Authorities uniform and consistent therewith are desirous of adopting certain amendments/modifications to the documents adopted under City of Spokane document OPR 2017-0463 and Spokane County Resolution No. 17-0625 namely the: "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE FORMATION OF A PUBLIC DEVELOPMENT AUTHORITY FOR THE WEST PLAINS/AIRPORT AREA", "CHARTER OF THE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT

AUTHORITY" as well as "BYLAWS OF THE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY," and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), RCW 36.01.085, chapter 39.34 RCW and RCW 36.21.730 et seq., the County and City have negotiated the terms and conditions of documents entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY", "AMENDED CHARTER OF THE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AREA PUBLIC DEVELOPMENT AUTHORITY" as well as "AMENDED BYLAWS OF THE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY" wherein the County and City will reformulate and revise the West Plains/Airport Area PDA to allow for additional property and inclusion of Spokane County, among other matters; and

WHEREAS, as a result of executing the INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY referenced above, the WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY established by the City and County in July of 2017 (ORD C-35522) shall be revised and reformulated to allow for additional property and inclusion of Spokane County, among other matters.

Now, Therefore,

The City of Spokane does ordain that the (1) "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY," (2) "AMENDED CHARTER OF THE WEST PLAINTS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY BOARD," and (3) "AMENDED BYLAWS OF THE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY" are hereby approved and in so doing revise and reformulate the WP/AA PDA established by the City in July of 2017 (ORD C-35522), consistent with such documents.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING REFORMATION OF A PUBLIC DEVELOPMENT AUTHORITY FOR THE WEST PLAINS/AIRPORT AREA

THIS AGREEMENT is between the **City of Spokane**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "CITY" and **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY," and jointly hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington, has the care of county property and the management of county funds and business; and

WHEREAS, the City of Spokane is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

WHEREAS, pursuant to chapter 39.34 RCW (Interlocal Cooperation Act), two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

WHEREAS, RCW 39.34.030 (3) authorizes two or more public agencies to create any separate legal or administrative agency with specific powers delegated thereto; and

WHEREAS, the Parties jointly operate Spokane International Airport ("SIA" or "Airport") and Spokane International Airport Business Park, under and pursuant to the Constitution and Laws of the State of Washington, including chapter 14.08 RCW, RCW 14.08.200, and that certain Joint Resolution and Operating Agreement of the County and City dated August 28, 1990, as amended ("Interlocal Agreement"); and

WHEREAS, the Spokane Airport Board approved Resolution No. 07-15, which recommended the City and County form a PDA consistent with 35.21. 730 -755 and RCW 35.21.757 on December 17, 2015; and

WHEREAS, the Parties desire to enter into this interlocal agreement for the purpose of aligning resources and services to facilitate development and operation of the West Plains/Airport Area Public Development Authority consistent with the Airport Layout Plan, Aerospace Supply Chain Study, and other economic development initiatives of all Parties.

NOW, **THEREFORE**, the Parties hereby agree and covenant as follows:

Section 1: PURPOSE

The purpose of this Agreement is to revise and reformulate the Parties' understanding of the terms and conditions under which the Parties shall facilitate economic development of the Spokane International Airport/West Plains property through the creation of the West Plains/Airport Area Public Development Authority (PDA).

The purpose of the PDA is to provide a legal entity organized under 35.21. 730 - 755 and RCW 35.21.757 to undertake, assist with and otherwise facilitate the acquisition, construction, development equipping, leasing, operation and maintenance of public benefit projects consistent with the Airport Layout Plan, Aerospace Supply Chain Study, and other economic development initiatives of the Parties ("the Projects") within the Geographic Boundaries, as defined herein, located in the City of Spokane and Spokane County in order to assist both the City of Spokane and Spokane County in their ability to improve the economic conditions in and around the City and County of Spokane consistent with RCW 36.01.085 and RCW 35.21.703. To the extent appropriate and consistent with the needs and objectives of the City and County, the PDA will acquire and manage real property, secure financing, undertake the construction and development of and otherwise accomplish all purposes required for development and management of the Projects.

Section 2: DEFINITIONS

"Administrative Board" or "Board" means the Board developed pursuant to this Agreement and any subsequent legal entity, such as a PDA.

"Agreement" means this Interlocal Agreement between the City of Spokane and Spokane County.

"Bonds" mean, collectively, bonds, notes, or other evidences of borrowing issued by the PDA to provide interim and permanent financing for the PDA to finance or refinance equipment, completion, expansion and other capital improvements essential to maintain the PDA.

"City" means City of Spokane, a political subdivision of the State of Washington.

"Costs of Maintenance and Operations" means all reasonable expenses incurred by the Administrative Board or Board in developing and maintaining the Spokane International Airport/West Plains Property.

"County" means Spokane County, a political subdivision of the State of Washington.

"Designated Representative" means the Mayor or Chief Executive Officer, of each Party, or his or her designee.

"Geographic Boundaries" or "PDA Boundaries" means the area and those geographic boundaries depicted in the attached Map, Attachment "A", which may be amended or revised from time to time by the legislative bodies of the City and County based on a written recommendation of the Governance/Administrative Board.

"PDA" means the West Plains/Airport Area Public Development Authority created to manage the West Plains/Spokane Airport property as defined in Geographic Boundaries.

"Revenue" means any incremental increases in tax revenue from properties or conducting of business originating from the location of the properties within the PDA Boundaries which shall be calculated and shared based on the terms within this Agreement.

"Spokane Airport Board" means the Spokane Airport Board created pursuant to City of Spokane Number OPR 1986-0318 and Spokane County Number RES 1990-0082.

Section 3: BUSINESS TERMS OF THE PARTIES

The Parties have reached agreement on the following business terms in establishing a PDA for the West Plains Area:

(1) <u>Geographic Boundaries of the PDA</u>: The area and geographic boundaries as defined above and depicted in the map attached as Attachment "A".

(2) <u>Revenue Sharing between City and County</u>: Both the City and County shall share and pay to the PDA, an initial rate of 75% of all incremental increases in the following tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined in Attachment "A" and the remaining 25% will be retained by the originating entity. Effective January 1,2020, the City shall share and pay to the County 12 ½ % of its remaining 25% of all incremental increases in the following tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A". The County shall share and pay to the City 12 ½% of its remaining 25% of the following revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A". The County shall share and pay to the City 12 ½% of its remaining 25% of the following revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A". The County shall share and pay to the City 12 ½% of its remaining 25% of the following revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A". The methodology for calculating and distributing the revenue sharing is outlined in Attachment "B".

City and County will commit and include the following tax revenue sources for their respective entities:

- a. Property (Real and Personal)Tax Revenue:
 - i. City of Spokane Regular Levy within PDA Incremental increase.
 - ii. Spokane County Regular Levy within PDA incremental increase.
- b. Sales Tax Revenue:
 - i. City of Spokane incremental Sales Tax increase within the PDA.
 - ii. Spokane County incremental Sales Tax increase within PDA.
- c. Utility Tax Revenue:
 - i. City of Spokane incremental Private Utility Tax within PDA.
 - ii. Spokane County incremental Private Utility Tax increase within PDA (when levied).
- d. Leasehold Excise Tax:
 - i. City of Spokane share of incremental Leasehold Excise Tax within PDA.
 - ii. Spokane County share of incremental Leasehold Excise Tax within PDA.
- e. Business and Occupation Tax Revenue:
 - i. City of Spokane incremental Business and Occupation Tax increase within PDA.
 - ii. Spokane County Incremental Business and Occupation Tax increase within PDA (when levied).

The County shall use 100% of all incremental increases in Spokane County Road Levy Tax revenues from properties or businesses located within the Geographic

Boundaries of the PDA as defined by Attachment "A" for those purposes as authorized under chapter 36.82 RCW and/or RCW 36.33.220 which purposes occur within the unincorporated area of the County located within the Geographic Boundaries of the PDA or within the unincorporated area of the County when the purposes benefit the PDA. The County agrees to include the PDA executive director in the evaluation of proposed projects utilizing the Spokane County Road Tax revenues for the benefit of the PDA. The methodology for calculating the revenue is outlined in Attachment "B".

The City, County and PDA agree to work collaboratively to develop a process, policy, procedure, and/or ordinance to implement the sharing of Revenue as provided for above.

The revenue sharing provisions of this Agreement shall not apply to revenue generated within the boundaries of a tax increment finance district created by either the City or County prior to the date of this Agreement.

Once the PDA's tax revenues as provided for above, excluding Sales Tax Revenue, and PDA operating revenues (leases, other non-tax revenue), have sustained a total level of revenue equal to or greater than the following amounts for a period of three consecutive calendar years, the City and County may mutually agree to review the revenue sharing percentage(s) set forth above and may mutually agree to adjust any or all of them according in the fourth calendar year, effective as of January 1st of the following year.

PDA Total Revenue:	Revenue sharing shall not be reduced less than:
Up to \$600,000	75%
\$600,001 to \$850,000	60%
\$850,001 to \$1,000,000	40%
More than \$1,000,001	20%

Provided further, the remaining balance of tax revenues not shared by the City and County with the PDA will be split equally between the City and County. For example, if the City and County adjust the revenue sharing with the PDA from 75% to 60%, the City shall share with the County 20% of its remaining 40% and the County shall share with the City 20% of its remaining 40%.

Any adjustments to the revenue sharing shall not adversely impact any outstanding debt issued by the PDA.

- (3) <u>Debt</u>: City and County agree, to the extent allowed by law, to jointly back any outstanding debt when a guarantee is required. Either Party shall have the right to veto any debt proposal where either Party would be responsible for issuance or repayment of any debt. The Parties recognize that City Charter provisions may prohibit it from providing a guarantee without a vote of its constituents. The Parties agree in instances where a guarantee may require a vote of the City's constituents to consider other mechanisms to satisfy the City's obligation to guarantee any outstanding debt.
- (4) <u>Stand Down on Annexation</u>: For the duration of this Agreement, and the duration of any outstanding debt as provided for under Section 3 (3) the City agrees to not initiate and pursue further annexation of property located within the Geographic Boundaries of the PDA.
- (5) <u>GFC Waiver</u>: All General Facilities Charges (GFC) shall be waived for development of properties which are located within the Geographic Boundaries of the PDA.
- (6) <u>Business License Fees</u>: All non-regulatory business license fees shall be waived for businesses located within the Geographic Boundaries of the PDA.
- (7) <u>Commercial or Industrial Water/Sewer Service Charges</u>: Consistent with OPR 1986-0318 and for those areas where the City is the water or sewer utility service provider to commercial or industrial utility customers located within the Geographic Boundaries of the PDA after August 1, 2017, utility services shall be provided at in-City rates. All current rules and regulations for in-City customers, or as hereby amended, as determined by the Spokane City Utilities Division shall apply to all services within the Geographic Boundaries and within the City's designated utility service area. The City reserves the right to develop and substitute, after notice to the County, utility rates specifically for the PDA.
- (8) <u>Development Incentives</u>: All available development incentives and tools shall be available for the Projects, to include the City's incentive matrix and any applicable County incentives.
- (9) <u>Airport Layout Plan</u>: The Parties shall work with the Airport to formally amend the Airport Layout Plan to define surplus and non-aeronautical property that may be developed by or in conjunction with the PDA.

- (10) <u>Airport Land</u>: The Parties shall work with the Airport to pursue Federal Aviation Administration ("FAA") release of surplus land for purposes of advancing PDA objectives. Specific details regarding the property use will be defined through future development agreements and in accordance with applicable law.
- (11) <u>Governance</u>: Governance of the PDA shall be as described in Section 5 of this Agreement.
- (12) <u>Initial Funding for PDA Operating Expenses</u>: Initial funding for PDA executive director or consultant shall be as described in Section 7 of this Agreement.

Section 4: TERM

Termination of this Agreement may be: (1) by mutual agreement of the Parties; or (2) by formation of a Special Purpose District that assumes all duties and obligations of the PDA; or (3) by formation of a Port District as provided by Title 53 RCW that assumes all duties and obligations of the PDA; or (4) after a period of twenty (20) years, by either party, effective at the end of any calendar year, serving written notice on the other party at least eighteen (18) months prior to the end of any calendar year.

Notwithstanding any of the other rights, duties or obligations of any Party under this Agreement, withdrawal or termination of any Party from this Agreement shall not occur until all Bonds issued by the PDA or obligations to pay debt service, as provided herein, are paid in full.

Section 5: GOVERNANCE/ADMINISTRATIVE BOARD

- (1) <u>Formation</u>. An Administrative Board composed of the following positions shall govern the PDA:
 - a. Permanent Board Members:
 - i. One City Airport Board designated representative selected by the City,
 - ii. One County Airport Board designated representative selected by the County,
 - iii. One County Executive,

- iv. One Airport CEO,
- v. The City of Spokane City Administrator, and
- b. At-large Business Representative:
 - i. Two at-large business representatives who will be selected by the 5 permanent Board Members as described in the above subparagraphs i-v).
 - ii. The at-large business representatives will serve staggered 3 year terms, or as otherwise designated by a majority of the Permanent Board Members.
- (2) <u>Allocation of Votes</u>. Each Board Member shall have an equal vote and vote in all Board decisions.
- (3) <u>Voting Requirements</u>. Votes regarding (a) debt; (b) approval of the Budget; (c) employment of the PDA executive director or consultant; (d) cost allocations made prior to issuance of Bonds; and (e) acquisition, sale, transfer, disposal, lease or conveyance of any interest in real property owned by the PDA and not otherwise subject to the Interlocal Agreement shall require an affirmative vote of a majority of the Permanent Members.
- (4) <u>Executive Director/Consultant</u>. The Administrative Board may hire an Executive Director or Consultant to carry out the business affairs of the PDA. The current employment of the Executive Director of the PDA shall not be affected by the reformation of the PDA.
- (5) <u>Officers of the Administrative Board</u>. Members of the Administrative Board shall select a Chair from its members, together with such other officers as a majority of the Administrative Board may determine.
- (6) <u>Meetings of the Administrative Board</u>. There shall be a minimum of two meetings each year and not less than fifteen (15) days' notice shall be given to all members prior to any such meeting. A majority of the Administrative Board members must be present to comprise a quorum and for the Administrative Board to transact any business.
- (7) <u>Bylaws</u>. The Administrative Board shall authorize to establish bylaws that govern procedures of the Board and the PDA's general operations.

(8) <u>Budget, Policies and Operations.</u> The Executive Director or Consultant shall distribute a proposed Budget to the Administrative Board on or before August 1st of each year.

Section 6: COMPENSATION

There shall be no direct compensation to or from either party, except as provided for herein or as otherwise agreed in writing.

Section 7: INITIAL FUNDING FOR PDA OPERATING EXPENSES/BUDGET

For the first three (3) years, the County, City and Airport shall each provide \$60,000 per year as preliminary funding for operation of the PDA. This amount will be used to fund the staff and other operating expenses of the PDA. The Parties acknowledge the Airport is legally obligated to use Airport revenue exclusively for Airport-related purposes. Accordingly, the Parties intend for, and it is the Airports understanding, that funds paid by the Airport under this Section 7 shall be used for expenses that are related to the Airport or Airport properties.

Section 8: RELATIONSHIP OF THE PARTIES

No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County

Section 9: LIABILITY

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY's intentional or negligent acts or breach of its obligations under the Agreement. The COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or negligent acts or breach of its obligations under the Agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, its officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

Section 10: NOTICES

All notices shall be in writing and served on the other party either personally or by certified mail, return receipt requested. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

CITY:	Mayor or designee City of Spokane Seventh Floor, City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201
With a Copy to:	City Attorney's Office City of Spokane Fifth Floor, City Hall 808 W. Spokane Falls Boulevard Spokane, Washington 99201
COUNTY:	Chief Executive Officer or designee Spokane County Courthouse 1116 West Broadway Avenue Spokane, Washington 99260

With a Copy to Board of County Commissioners Spokane County Courthouse 1116 West Broadway Avenue Spokane, Washington 99260

Section 11: INSURANCE

During the term of the Agreement, the COUNTY and the CITY shall maintain in force at its own expense, each insurance noted below:

- 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 or Stop Gap Insurance in the amount of \$5,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 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 COUNTY's services to be provided under this Agreement; and
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- d. Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

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 COUNTY or its insurer(s) to the CITY.

As evidence of the insurance coverages required by this Agreement, the COUNTY 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 insured; and

include applicable policy endorsements, the thirty (30)-day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to CITY acceptance. If requested, complete copies of insurance policies shall be provided to the CITY. The COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Limits set forth herein may be met with a combination of self-insured deductible or retention, and underlying primary or excess insurance that is maintained by a Party.

Any Party may fulfill its insurance obligations in whole or in part by securing and maintaining, for the duration of this Agreement, membership in a risk management pool providing that Party contractual defense, indemnity, and such coverages and protections, as equivalent to the protective scope and limits otherwise required by the insurance coverages and limits required by this Section.

Section 12: ANTI-KICKBACK

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

Section 13: MISCELLANEOUS

- A. **<u>NON-WAIVER</u>**: No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. **HEADINGS**: Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the Parties. No representation, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement.
- D. **MODIFICATION:** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

- E. **ASSIGNMENT:** This Agreement shall be binding upon the Parties, their successors and assigns. Neither party may assign, transfer, or subcontract its interest in this Agreement without the written approval of the other party.
- F. **SEVERABILITY:** In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- G. <u>COMPLIANCE WITH LAWS</u>: The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- H. **<u>NON-DISCRIMINATION</u>**: 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, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.
- I. <u>VENUE</u>: This Agreement shall be under the laws Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- J. <u>COUNTERPARTS</u>: This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

Section 14: RCW 39.34 REQUIRED CLAUSES

- A. **<u>PURPOSE</u>**: See Section No. 1 above.
- B. **<u>DURATION</u>**: See Section No. 4 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** Each Party shall adopt by its legislative body legislation to create the PDA.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. <u>AGREEMENT TO BE FILED</u>: The CITY shall file this Agreement with its City Clerk or place it on its web site or other electronically retrievable public source. The

COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.

- F. **<u>FINANCING</u>**: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **<u>TERMINATION</u>**: See Section No. 4 above.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired pursuant to this Agreement shall remain with the Spokane International Airport unless otherwise agreed to by the Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: _____

CITY OF SPOKANE

By: ______ Its:

Attest:

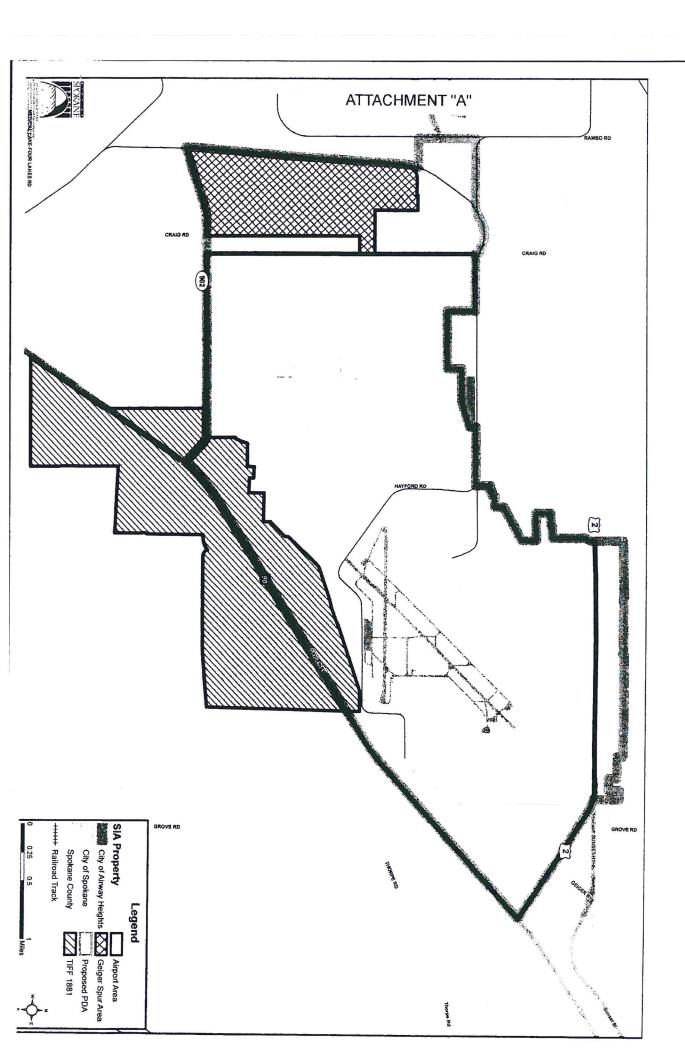
Approved as to form:

City Clerk

Assistant City Attorney

City of Spokane OPR 2019-0926 Spokane County Resolution No. _____I

DATED:	-
	BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON
	MARY L. KUNEY, Chair
	AL FRENCH, Vice Chair
	JOSH KERNS, Commissioner
Attest:	Approved as to form:
Ginna Vasquez Clerk of the Board	Deputy Civil Prosecuting Attorney



ATTACHMENT "B"

METHODOLOGY FOR CALCULATING TAX REVENUES AND DISTRIBUTING REVENUE

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

Property (Real and Personal) Tax

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

The methodology to be used is the same as used by entities within the County area for allocating revenues under Tax Increment Financing. In calendar year 2018, a new tax code area (TCA) will be created for the geographic area of the PDA by the Spokane County Assessor. This will establish the base year for the measurement of property value increases. Beginning in calendar year 2019, the increase in overall taxable assessed value within the PDA's TCA will be calculated. The "regular" levy rates of the City and/or County will be calculated on the increase. The Spokane County Treasurer will allocate 75% of the increase for the current expense (general fund) property tax levies from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" to the PDA and the remaining 25% will be retained by the originating entity. Provided, however, as of January 1, 2020, of the remaining 25%, 12 ½% is retained by the originating entity and 12 ½% is distributed to the other entity participating in this Agreement.

The Spokane County Treasurer will allocate 100% of the increase in County Road Tax Levy from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" to a designated account for the PDA in the County's Road Fund. These moneys shall be used by the County for those purposes as authorized under chapter 36.82 RCW and/or RCW 36.33.220 which purposes occur within the unincorporated area of the County located within the Geographic Boundaries of the PDA or within the unincorporated area of the County when the purposes benefit the PDA.

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

Regular Sales and Use Tax

The regular sales tax of the City and County, within the geographic boundaries of the PDA, will be allocated in the following manner. Special sales tax designated for specific purposes (i.e. emergency communications, public safety, etc.) of either entity will not be included in the allocation to the PDA since these revenues are voted on by the public for a specific purpose.

Beginning in calendar year 2018, with 2017 established as the base year for regular taxable sales, 75% of any incremental increase of City or County regular sales or use tax generated within the Geographic Boundaries of the PDA as defined by Attachment "A" from a property or businesses shall be paid to the PDA and the remaining 25% will be retained by the originating entity. Provided, however, as of January 1, 2020, of the remaining 25%, 12½% is retained by the originating entity and 12 ½% is distributed to the other entity participating in this Agreement.

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

Leasehold Tax

The TCA established by the Spokane County Assessor in calendar year 2018 will also be used for the calculation as it applies to the Leasehold Tax. The first distributions would occur in 2019. Beginning January 1, 2019, with 2018 established as the base year for Leasehold Tax revenue, 75% of the incremental revenue from Leasehold Tax collected from properties located within the Geographic Boundaries of the PDA, as defined by Attachment "A", will be distributed to the PDA and the remaining 25% will be retained by the originating entity. Provided, however, as of January 1, 2020, of the remaining 25%, 12 ½% is retained by the originating entity, and 12 ½% is distributed to the other entity participating in this Agreement. The calculation will be based on the information as reported by the State Treasurer to the City and County.

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

<u>Utility Tax</u>

Beginning January 1, 2016, with 2017 established as the base year for Utility Tax revenue, 75% of any incremental increase in the Utility Taxes collected from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" will be allocated to the PDA and the remaining 25% will be retained by the originating entity. Provided, however, as of January 1, 2020, of the remaining 25%, 12 ½% is retained by the originating entity and 12 ½% is distributed to the other entity participating in this Agreement.

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

Business and Occupation Tax

Beginning January 1, 2020, with 2019 established as the base year for Business and Occupation tax revenue, 75% of any incremental increase in the Business and Occupation Tax collected from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A", will be allocated to the PDA. Of the remaining 25%, 12 ½% is retained with the originating entity and 12 ½% is distributed to the other entity participating in this Agreement.

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

AMENDED CHARTER OF THE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY

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CHARTER OF THE WEST PLAINS/ AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY

ARTICLE I

Name and Seal

<u>Section 1.1 Name</u>. The name of this Authority shall be the WEST PLAINS/ AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY (the "Authority").

<u>Section 1.2 Seal</u>. The Authority's seal shall be a circle with the name "West Plains/ Airport Area Public Development Authority" inscribed therein.

ARTICLE II

Authority and Limit on Liability

<u>Section 2.1 Authority</u>. The Authority is a public authority organized pursuant to RCW 35.21. 730 -755 and RCW 35.21.757, as amended (the "Act") and the interlocal cooperation agreement entered into between the City of Spokane ("City") and Spokane County ("County") entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOAKNE AND SPOKANE COUNTY REGARDING FORMATION OF A PUBLIC DEVELOPMENT AUTHORITY FOR THE WEST PLAINS/AIRPORT AREA ("the Interlocal Agreement") a copy of which is attached hereto as Attachment "1" and incorporated herein by reference. All provisions of the Interlocal Agreement are made a part of this Charter and adopted herein by reference. In the event on an inconsistency between the provisions of the Charter and the Interlocal Agreement, the Charter shall control.

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

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

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

[A]II liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall

have any right of action against the city, town, or county creating such corporation, commission or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority.

ARTICLE III

<u>Duration</u>

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

ARTICLE IV

<u>Purpose</u>

The purpose of the Authority is to provide a legal entity organized under RCW 35.21.730 - .757 to undertake, assist with and otherwise facilitate the acquisition, construction, development, equipping, leasing, operation and maintenance of public benefit projects ("the Projects") within the PDA boundaries as defined in the Interlocal Agreement in order to assist both the City, County and the Spokane International Airport in their ability to improve the economic conditions in and around the City and County of Spokane. To the extent appropriate and consistent with the needs and objectives of the City and County, the Authority will acquire and manage real property, secure financing, undertake the construction and development of and otherwise accomplish all purposes required for development and operation of the Projects.

To the extent appropriate and consistent with the needs and objectives of the City and County and to facilitate or provide for the Projects, the Authority will undertake and accomplish all activities necessary or convenient for the development, operation and implementation of the Projects which by agreement of the City and County, may extend beyond the geographical boundaries of the PDA.

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

ARTICLE V

Powers

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

Section 5.2. Powers Generally

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

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

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

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

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

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

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

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

as aforesaid.

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

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

ARTICLE VI

Board of Directors

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

- a. Permanent Board Members:
 - i. One City Airport Board designated representative selected by the City,
 - ii. One County Airport Board designated representative selected by the County,
 - iii. One County Executive,
 - iv. One Airport CEO,
 - v. The City of Spokane City Administrator, and
- b. At-large Business Representative:
 - i. Two at-large business representatives who will be selected by a majority vote of the 5 permanent Board Members as described in the above sub-paragraphs i-v).

For the purpose of this section, Airport Board shall means the Spokane Airport Board created pursuant to City of Spokane Number OPR 1986-0318 and Spokane County Resolution Number 1990-0082 (the "Airport Interlocal").

<u>Section 6.2 Terms of Office</u>. The Term of Office for Authority Board members shall be as follows: individual Permanent Board members shall be for the term as employed or

elected representative of the designated position and their term shall expire upon their departure from the City, County or Airport. At-large Business Representative shall be for a period of three (3) years (staggered), or as otherwise designated by a majority of the Permanent Board Members.

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

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

<u>Section 6.5 Removal of Board Member</u>. Board members may only be removed from the Authority Board upon their departure from the City, County, or Airport Board; or as otherwise designated by the City or County in regards to the selection of Airport Board designated representatives in the Airport Interlocal.

ARTICLE VII

<u>Meetings</u>

Section 7.1 Board Meetings.

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

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

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

<u>Section 7.4 Minutes</u>. Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them as required by

state law. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence. The Authority is required to maintain and provide in its office a compilation of all minutes and proceedings of the Board and resolutions of the Board.

ARTICLE VIII

<u>Bylaws</u>

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

ARTICLE IX

Amendments to Charter and Bylaws

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

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

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

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

ARTICLE X

Commencement

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

ARTICLE XI

Dissolution

Dissolution of the Authority shall be in the form and manner required by state law and the Interlocal Agreement. Upon dissolution, all assets of the Authority shall revert to the Spokane International Airport.

ARTICLE XII

Approval of Charter

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

CITY OF SPOKANE

Ву: _____

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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

> BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, Chair

AL FRENCH, Vice Chair

JOSH KERNS, Commissioner

Attest:

Approved as to form:

Ginna Vasquez Clerk of the Board Deputy Civil Prosecuting Attorney

AMENDED BYLAWS OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY

ARTICLE 1. DEFINITIONS

1.1 Authority

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

1.2 Electronic Transmission

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

1.3 Written Notice

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

ARTICLE 2. OFFICES

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

ARTICLE 3. BOARD OF DIRECTORS

3.1 Power

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

3.2 Number and Qualification

In order to allow for smooth transition of current operations of the PDA to the revised and reformulated PDA, from the last date of execution of the Interlocal Agreement by both Parties through December 31, 2019, the current Governance/Administrative Board of the PDA as established by ORD C-34813 shall remain in full force and effect. Provided, further, there are presently two vacancies on the nine (9) voting member Governance/Administrative Board established by ORD C-34813. The City agrees that the Mayor will appoint and the City Council will confirm the two County appointments as designated by the County to fill the vacant voting member positions.

Effective January 1, 2020, there shall be seven (7) voting directors of the Authority's Board.

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

- a. Permanent Board Members:
 - i. Two (2) City appointments comprised of one City Council member and one administrative position nominated by the Mayor and appointed by the City Council,
 - ii. Two (2) County appointments comprised of one County Commissioner and one administrative position selected by the County Commissioners, and
- b. At-large Business Representative:
 - i. Three (3) at-large business representatives who will be selected by a majority vote of the four (4) permanent Board Members as described in the above sub-paragraphs 3.2.

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

3.4 Duties of a Director

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

3.5 Regular & Special Meetings

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

3.5.1 Open Public Meetings

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

3.5.2 **Parliamentary Authority**

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

3.5.3 Minutes

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

3.5.4 Applicability of General Laws

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

3.6 Quorum

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

3.7 Manner of Acting

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

3.8 Participation by Telecommunication

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

3.10 Board Committees

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

3.10.1 Advisory Committees

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

3.12 Dissolution

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

3.13 Compensation

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

ARTICLE 4. OFFICERS

4.1 Number and Qualifications

The officers of the Authority shall be elected by the directors and shall include a Chair, a Vice-Chair, a Secretary, and a Treasurer. Additional Officers, as deemed necessary by the Authority shall exercise only such powers and perform such duties as specifically delegated to them by the Board of Directors. Furthermore, unless specifically authorized by the Board of Directors, no "Additional Officers" shall have authority to sign documents on behalf of the Corporation.

4.2 Appointment and Term of Office

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

4.3 Chair

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

4.4 Vice-Chair

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

4.5 Treasurer

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

4.6 Secretary

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

4.7 Temporary Transfer of Powers and Duties

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

ARTICLE 5. CONTRACTS, LOANS, CHECKS, DEPOSITS

5.1 Contracts

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

5.2 Loans

No loans shall be contracted on behalf of the Authority and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors consistent with section 3.7.

5.3 Checks, Drafts, Etc.

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

5.4 Deposits

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

5.5 Loans to Directors and Officers

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

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 Books and Records

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

6.2 Fiscal Year

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

6.3 Amendments to these Bylaws

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

6.4 Form of Seal

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

6.5 Voting Requirement

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

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

Council President

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, Chair

AL FRENCH, Vice Chair

JOSH KERNS, Commissioner

Attest:

Approved as to form:

Ginna Vasquez Clerk of the Board Deputy Civil Prosecuting Attorney

	for City Council Meeting of:	Date Rec'd	10/15/2019
10/28/2019	Clerk's File #	ORD C35828	
	Renews #		
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN STUCKART 6256269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Final Reading Ordinance	Requisition #	
Agenda Item Name	0320 UNIVERSITY DISTRICT PDA ORDIN	NANCE	

Agenda Wording

AN ORDINANCE REGARDING THE REFORMATION THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

Summary (Background)

This ordinance approves an interlocal agreement between the City of Spokane and Spokane County regarding the reformation of the University District Public Development Authority, amends the Charter of the University District Public Development Authority Board, and amends the bylaws of the University District Public Development Authority.

Fiscal Ir	<u>npact</u>	Grant rela	ated?	NO	Budget Account	
		Public Wo	orks?	NO		
Select	\$				#	
Select	\$				#	
Select	\$				#	
Select	\$				#	
Approvals				Council Notifications		
Dept Hea	<u>d</u>	M	CDANIE	EL, ADAM	Study Session	
Division I	<u>Director</u>				<u>Other</u>	Urban Experience -
						10/15/19
<u>Finance</u>		HU	JGHES,	MICHELLE	Distribution List	
Legal		PIC	CCOLO,	MIKE	mpiccolo@spokanecity.org	5
For the M	layor	OF	RMSBY,	MICHAEL		
Additional Approvals						
Purchasi	ng					

ORDINANCE NO. C35828

AN ORDINANCE REGARDING THE REFORMATION THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

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

WHEREAS, pursuant to the provisions of RCW 35.21.703, it shall be in the public purpose for all cities to engage in economic development programs; and

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

WHEREAS, pursuant to the provisions of RCW 36.21.730, any city or county may by ordinance or resolution create a public development authority; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public agencies may jointly perform any functions which each may individually perform; and

WHEREAS, the City of Spokane has created the Spokane University District Revitalization Area (UDRA) pursuant to Ordinance No. C-34470 on August 17, 2009, within the limitations of RCW 39.104.050 and in accordance with RCW 39.104.040; and

WHEREAS, the City of Spokane has imposed a sale and use tax set forth in chapter 8.17 of the Spokane Municipal Code and under the authority of RCW 82.14.510 in accordance with the terms of chapter 82.14 RCW; and

WHEREAS, the City of Spokane ("City") pursuant to the provisions of RCW 36.21.730 et seq., initially created and established the University District Public Development Authority ("UDPDA") in November 2012 (ORD C-34933) to assist in providing economic development in the University District of the City of Spokane and to assist the City of Spokane in implementing the economic goals of the UDRA; and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), RCW 36.01.085, chapter 39.34 RCW and RCW 36.21.730 et seq., the County and City have negotiated the terms and conditions of documents entitled "INTERLOCAL AGREEMENT BETWEEN

THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE UNIVERSITY PUBLIC DEVELOPMENT AUTHORITY", "AMENDED CHARTER OF THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY" as well as "AMENDED BYLAWS OF THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY" wherein the County and City will reformulate and revise the UDPDA to allow for the County's membership therein and financial contribution therein, among other matters; and

WHEREAS, as a result of executing the INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE UNIVERSITY DISTRICT referenced above, the UDPDA established by the City in November 2012 (ORD C-34933) shall be revised and reformulated to allow for the County's membership therein and financial contribution thereto, among other matters.

Now, Therefore,

The City of Spokane does ordain that the (1) "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY," (2) "AMENDED CHARTER OF THE UNIVERSITY PUBLIC DEVELOPMENT AUTHORITY BOARD," and (3) "AMENDED BYLAWS OF THE UNIVERSITY PUBLIC DEVELOPMENT AUTHORITY" are hereby approved and in so doing revise and reformulate the University District Public Development Authority established in November 2012 (ORD C-34933) consistent with such documents.

PASSED BY THE CITY COUNCIL ON _____, 2019.

Council President

Approved as to form:

Attest:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

ATTACHMENT "A" Geographic Boundaries of the Revitalization Area

The boundaries of the Spokane University District Revitalization Area are described as follows:

Beginning at the intersection of the South right-of-way ("ROW") line of Trent Ave. and the east ROW line of Hogan St. then westerly along said south ROW line to the intersection of the west ROW line of Hamilton St.. Then north along the west ROW line to the intersection of the North ROW line of Trent Ave.. Then east along that north ROW line to the west edge of the Spokane River. Then Northeasterly following the edge of the Spokane River to the intersection of the south ROW line of Cataldo Ave. extended. Then East along the south ROW extended to the center of the Spokane River. Then following the center of the Spokane River more or less northeasterly direction to the north ROW line of Sharp Ave. Extended. Then westerly along said ROW line of Sharp Ave. to the intersection of the west ROW line of Superior St. Then north along ROW line of Superior to the south ROW of the alley between Sharp and Sinto Aves. Then west along said alley ROW to the east ROW of Dakota St. Then north along the east ROW line to the South ROW line of Sinto Ave. Then west along the south ROW line of Sinto Ave. to the west ROW line of Standard St. Then south along said west ROW line to the south ROW line of the alley between Sharp and Sinto Aves. Then west along the alley ROW line to the intersection of the east ROW line of Division St. Then Southwesterly across Division St. to the north east property corner of the property addressed as 1301 N Division St., parcel # 35181.0716 and further described as lots 5-6 Block 63 together with the 10 FT vacated strip lying east of and adjacent of said lots in Central Addition in the City of Spokane. Then along the northern property line of said parcel to the east ROW line of the Alley between Division St. and Atlantic St. The south along the alley ROW to the intersection with the north ROW line of Cataldo Ave. Then southerly across Cataldo Ave. to the northwest property corner of the property Addressed as 909 N Division St., parcel #35181.0037 and further described as Being a portion of the Northeast 1/4 except for the Division St. ROW of 18-25-43 Track F of CITY SP 91-07, AUD #9112230109, in the City of Spokane. Then southerly along the west property line of said parcel to the southwest corner of the parcel. Then west along the north property line of parcel number 35181.0040, addressed 829 N Division St., to the northwest property corner of said Parcel Number 35181.0040. Then south along the west property line of that same parcel to the southwest corner of said parcel. Then east along the southern property line of that same parcel extended to the center of the ROW of Division St. Then South along said ROW of Division St. to the intersection of the ROW of Olive Ave. Then still following the center line of the ROW of the Arterial south and west to intersect and join the ROW of Spokane Falls Blvd to the west ROW of Browne St. Then south on Browne St. with the actual boundary of the Revitalization Area being the west property lines of the Parcels that are west of and adjacent to Browne St., to the intersection of Browne St. and the north ROW line of Interstate Highway I-90. Then east from the southwest corner of the parcel west of and adjacent to the west ROW line of Browne St. to the center line of the ROW of Browne St. Then South along the Center line

C-34470

of the ROW of Browne to the intersection of the south ROW line of 4th Ave. Then following said south ROW of 4th Ave. easterly through the curve and continuing easterly along the center line of 5th Ave. to the center ROW line of Sherman Ave. Then North along said ROW of Sherman St. to the north edge of the ROW of Inter-State Highway I-90. Then easterly and following the ROW takes along said North ROW of Inter-State Highway I-90 to the intersection of the center line of the ROW of Arthur St. Then Northeasterly to the intersection of the north ROW line of 2nd Ave. (upper) and the east ROW line of Perry St. Then west along the north

ROW line of 2nd Ave. extended to the intersection of the easterly ROW line of the Hamilton St. access corridor. Then northwesterly following the ROW of Hamilton St. access corridor to the intersection of the east ROW of Erie St. extended. Then North along the east ROW line of Erie St. extended across the Railroad to the northern property line of the Railroad. Then northeasterly along said Railroad property line to the southwest corner of parcel number 35163.2306 addressed as 321 N Helena St. Then North along the west property line of said parcel 35163.2306 to the northwest corner of said parcel. Then northerly across Front Ave. to the intersection of the north ROW of Front Ave. and the East ROW of Hogan St. Then North along Said East ROW line of Hogan St. to the point of beginning.

City of Spokane OPR # 2019-_____ Spokane County # _____

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING REFORMATION OF THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY

THIS AGREEMENT is between the **City of Spokane**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "CITY" and **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY," and jointly hereinafter referred to as the "Parties."

WITNESETH:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington, has the care of county property and the management of county funds and business; and

WHEREAS, the City of Spokane is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

WHEREAS, pursuant to chapter 39.34 RCW (Interlocal Cooperation Act), two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

WHEREAS, RCW 39.34.030 (3) authorizes two or more public agencies to create any separate legal or administrative agency with specific powers delegated thereto; and

WHEREAS, RCW 35.21.730-.755 and RCW 35.21.757 authorizes creation of public development authorities to (i) administer and execute federal grants or programs; (ii) receive and administer private funds, goods or services for any lawful public purpose; (iii); improve governmental efficiency and services; (iv) improve the general living conditions in the urban areas in and around the city; and (v) perform any lawful public purpose or public function; and

WHEREAS, the City has created the Spokane University District Revitalization Area (UDRA) pursuant to Ordinance No. C-34470 on August 17, 2009, within the limitations of RCW 39.104.050 and in accordance with RCW 39.104.040; and

WHEREAS, the City has imposed a sale and use tax set forth in chapter 8.17 of the Spokane Municipal Code and under the authority of RCW 82.14.510 in accordance with the terms of Chapter 82.14 RCW; and

WHEREAS, the City initially created and established the University District Public Development Authority in November 2012 (ORD C-34933) to assist the City to implement the UDRA in accordance with state law, to assist in providing economic development in the University District and to assist the City to implement the economic goals of the UDRA; and

WHEREAS, Spokane County would like to participate in the economic development of the University District and the implementation of the UDRA through this Agreement; and

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

WHEREAS, the Parties desire to enter into this interlocal agreement for the purpose of aligning resources and services to facilitate the economic development of the University District and the implementation of the UDRA consistent with and for the economic development initiatives of all Parties.

NOW, THEREFORE, the Parties hereby agree and covenant as follows:

Section 1: PURPOSE

The purpose of this Agreement is to revise and reformulate the existing University District Public Development Authority (PDA) and to set forth the Parties' understanding of the terms and conditions under which the Parties shall facilitate economic development of the University District and implementation of the UDRA.

The purpose of the PDA is to provide a legal entity organized under 35.21. 730 - 755 and RCW 35.21.757 to undertake, assist with and otherwise facilitate the acquisition, construction, development equipping, leasing, operation and maintenance of public benefit projects consistent with economic development initiatives of the Parties ("the Projects") within the Geographic Boundaries, as defined herein, located in the City of Spokane and Spokane County in order to assist both the City of Spokane and Spokane County in order to assist both the City of Spokane and Spokane County in their ability to improve the economic conditions in the University District and the implementation of the UDRA consistent with RCW 36.01.085 and RCW 35.21.703. To the extent appropriate and consistent with the needs and objectives of the City and County, the PDA will acquire and manage real property, secure financing, undertake the

construction and development of and otherwise accomplish all purposes required for development and management of the Projects, which, by agreement of the parties, may extend beyond the geographical boundaries of the PDA.

Section 2: DEFINITIONS

"Administrative Board" or "Board" means the Board developed pursuant to this Agreement and any subsequent legal entity, such as a PDA.

"Agreement" means this Interlocal Agreement between the City of Spokane and Spokane County.

"Bonds" mean, collectively, bonds, notes, or other evidences of borrowing issued by the PDA to provide interim and permanent financing for the PDA to finance or refinance equipment, completion, expansion and other capital improvements essential to maintain the PDA.

"City" means City of Spokane, a political subdivision of the State of Washington.

"Costs of Maintenance and Operations" means all reasonable expenses incurred by the Administrative Board or Board in developing and maintaining the PDA property.

"County" means Spokane County, a political subdivision of the State of Washington.

"Designated Representative" means the Mayor or Chief Executive Officer, of each Party, or his or her designee.

"Geographic Boundaries" or "PDA Boundaries" means the area and those geographic boundaries depicted in Attachment "A", which may be amended or revised from time to time by the legislative bodies of the City and County.

"PDA" means the University District Public Development Authority created to manage the UDRA.

"Revenue" means any revenue generated from the UDRA and allocated to the PDA pursuant to this Agreement as well as the revenue generated from the County pursuant to Section 3 (2) below.

Section 3: BUSINESS TERMS OF THE PARTIES

The Parties have reached agreement on the following business terms in funding of the PDA:

ILA – Reformation UD PDA

(1) <u>City's Responsibilities</u>: The City's responsibility under this Agreement is to provide local revitalization financing received by the City from the Spokane University District Revitalization Area's local sales and use tax increment and local property tax allocation revenue to the PDA to be expended by the PDA consistent with local and state law, including Ordinance No. C-34470). UDRA funding previously allocated to other projects or debt payment shall be excluded from the funding provided to the PDA. Transfer of funds from the City to the PDA shall occur on annual basis but may occur more frequently based upon information provided to the City from the State Department of Revenue confirming the amount of tax revenue collected pursuant to the UDRA local sales and use tax increment and local property tax credit.

In the event the City's financial responsibility to provide local revitalization financing from the Spokane University District Revitalization Area is discontinued due to the expiration of the UDRA or its contribution amount is reduced below the amount of the County's contribution, the City agrees to increase its contribution the Authority in the same amount as the County's contribution for the duration of the term of this Agreement.

(2) County's Responsibilities:

Commencing January 1, 2020, and annually thereafter, the County will contribute \$50,000 to the PDA until the amount of increase for the current expense (general fund) property tax levies from properties or businesses located within the Geographic Boundaries of the PDA as defined in Attachment "A" equals \$50,000. When this amount is reached, the County will increase its annual contribution by applying the percentage change between the current year index and the previous year index as determined by the CPI-U, US City Average, West Region, Size Class B/C (2.5 million or less) – Series ID: CUURN400SA0 to the previous year's annual contribution. The base month will be September.

For the purpose of calculating the increase for the current expense (general fund) property tax levies from properties or businesses located within he Geographic Boundaries of the PDA as defined in Attachment "A", a new tax code area (TCA) will be created for the PDA by the Spokane County Assessor in calendar year 2019. This will establish the base year for the measurement of the property value increases. Beginning in calendar year 2020, the increase in overall taxable assessed value within the PDA's TCA will be calculated. The "regular" levy rates of the County will be calculated on the increase. The County will apply 100% of the increase for the current expense (general fund) property tax levies from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" toward the County's initial \$50,000 annual contribution

to the PDA. When this figure reaches \$50,000, the County will increase its annual contribution above the \$50,000 by applying the above referenced CPI to the previous year's contribution as stated above.

- (3) <u>PDA's Responsibilities</u>: The PDA's responsibility under this Agreement is to expend Revenues allocated to the PDA by the City and County. Expenditures of Revenues by the PDA shall only be for authorized expenditures pursuant to local and state law and Ordinance No. C-34470. The PDA shall provide the City and County with an annual report of its activities.
- (4) <u>Limitation on Financial Liability</u>: The PDA is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the PDA shall be satisfied exclusively from the assets, credit, and properties of the PDA, and no creditor or other person shall have any right of action against or recourse to the City or the County, their respective assets, credit or services, on account of any debts, obligations, liabilities or acts or omissions of the PDA.
- (5) <u>Mandatory Disclaimers</u>. The following disclaimer shall be printed or stamped on all contracts, bonds and other documents that may entail any debt or liability by the PDA.

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

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

(6) <u>Debt</u>: City and County agree, to the extent allowed by law, to jointly back any outstanding debt when a guarantee is required. Either Party shall have the right to veto any debt proposal where either Party would be responsible for issuance or repayment of any debt. The Parties recognize that City Charter provisions may prohibit it from providing a guarantee without a vote of its constituents. The Parties agree in instances where a guarantee may require a vote of the City's constituents to consider other mechanisms to satisfy the City's obligation to guarantee any outstanding debt.

Section 4: TERM

This Agreement shall become effective upon signature of both the City and County.

Termination of this Agreement may be: (1) by mutual agreement of the Parties; or (2) by formation of a Special Purpose District that assumes all duties and obligations of the PDA; or (3) by formation of a Port District as provided by Title 53 RCW that assumes all duties and obligations of the PDA; or (4) after a period of twenty (20) years, by either party, effective at the end of any calendar year, serving written notice on the other party at least eighteen (18) months prior to the end of any calendar year.

Notwithstanding any of the other rights, duties or obligations of any Party under this Agreement, withdrawal or termination of any Party from this Agreement shall not occur until all Bonds issued by the PDA or obligations to pay debt service, as provided herein, are paid in full.

Section 5: GOVERNANCE/ADMINISTRATIVE BOARD

Effective January 1, 2020 the following Governance/Administrative Board shall be effective:

(1) <u>Formation</u>. There shall be seven (7) voting directors of the PDA. None of the director positions are subject to residency requirements. Some of the directors are categorically and perpetually appointed and some shall be elected by the Board. With the exception of the City staff and University District Development Association (UDDA) CEO, all other directors shall be voting members of the UDDA Board of Directors.

The Board composed of the following positions shall govern the PDA:

- a. Permanent Board Members (4):
 - i. One County appointment comprised of either an elected official or an administrative position selected by the County Commissioners,
 - ii. Two City appointments comprised of the Council President and a senior administrative staffer.
 - iii. The CEO of the UDDA.
 - iv. The County appointee shall hold his/her appointment for the term as designated by a majority of the Board of County Commissioners. The City Council President appointee shall hold his/her appointment so long as they are Council President. The City senior administrative staffer shall hold his/her appointment for the term as designated by his/her appointee.
- b. Elected UDDA Board Directors (2):

- i. Two UDDA directors selected by the UDDA board from their elected membership.
- ii. Unless removed in accordance with this Agreement, each director shall hold office for one year or until the director's successor has been selected and qualified. University representatives or proxies do not qualify for appointment to the UDPDA board.
- C. Jointly Selected Board Director (1)
 - A seventh director of the board shall be selected by unanimous vote of the three permanent City and County directors. However, and notwithstanding the provisions in Section (1) C. i. above, this position shall automatically be filled, or as soon thereafter as is practical, by any governmental entity representative that otherwise chooses to contribute incremental tax to the University District TIF. Should this event occur, the tenure of the director chosen pursuant to this section shall be phased out within the ensuing 12 months or as otherwise deemed appropriate by a majority vote of the Board.
 - ii. Unless this position is otherwise occupied by a governmental entity that has chosen to participate in the University District TIF (in which case the duration of its term shall be consistent with Section (1) above), the jointly selected board director will serve a year term and are eligible for indefinite annual reappointments.
- (2) <u>Allocation of Votes</u>. Each Board Member shall have an equal vote and vote in all Board decisions.
- (3) <u>Voting Requirements</u>. Votes regarding (a) debt; (b) approval of the Budget; (c) employment of the PDA executive director; (d) cost allocations made prior to issuance of Bonds; and (e) acquisition, sale, transfer, disposal, lease or conveyance of any interest in real property owned by the PDA and not otherwise subject to the Interlocal Agreement shall require an affirmative vote of a majority of the Permanent Members.
- (4) <u>Executive Director</u>. The Administrative Board may hire an Executive Director or consultant to carry out the business affairs of the PDA.
- (5) <u>Officers of the Administrative Board</u>. Members of the Administrative Board shall select a Chair from its members, together with such other officers as a majority of the Administrative Board may determine.

- (6) <u>Meetings of the Administrative Board</u>. There shall be a minimum of two meetings each year. A majority of the Administrative Board members must be present to comprise a quorum and for the Administrative Board to transact any business.
- (7) <u>Bylaws</u>. The Administrative Board shall authorize to establish bylaws that govern procedures of the Board and the PDA's general operations consistent with the terms of this Agreement and the attached amended Charter, which the parties approve pursuant to this Agreement.
- (8) <u>Budget, Policies and Operations.</u> The Executive Director or consultant shall submit a proposed annual budget to the full UD PDA Board.

Interim/Transition Period: In order to allow for smooth transition of current operations to the reformed PDA, from the date of execution by both Parties until December 31, 2019, the current Governance/Administrative Board as established by ORD C-34933 or as subsequently amended shall remain in full force and effect. Effective January 1, 2020, the above governance structure shall commence, unless otherwise agreed to in writing by all Parties.

Section 6: COMPENSATION

There shall be no direct compensation to or from either party, except as provided for herein or as otherwise agreed in writing.

Section 7: RELATIONSHIP OF THE PARTIES

No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County

Section 8: LIABILITY

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY's intentional or negligent acts or breach of its obligations under the Agreement. The COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or negligent acts or breach of its obligations under the Agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, its officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

Section 9: NOTICES

All notices shall be in writing and served on the other party either personally or by certified mail, return receipt requested. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

CITY:	Mayor or designee City of Spokane Seventh Floor, City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201
With a Copy to:	City Attorney's Office City of Spokane Fifth Floor, City Hall 808 W. Spokane Falls Boulevard Spokane, Washington 99201
COUNTY:	Chief Executive Officer or designee Spokane County Courthouse 1116 West Broadway Avenue Spokane, Washington 99260
With a Copy to	Chairman, Board of County Commissioners Spokane County Courthouse 9

1116 West Broadway Avenue Spokane, Washington 99260

Section 10: INSURANCE

During the term of the Agreement, the COUNTY and the CITY shall maintain in force at its own expense, each insurance noted below:

- 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 or Stop Gap Insurance in the amount of \$5,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 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 COUNTY's services to be provided under this Agreement; and
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- d. Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

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 COUNTY or its insurer(s) to the CITY.

As evidence of the insurance coverages required by this Agreement, the COUNTY 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 insured; and include applicable policy endorsements, the thirty (30)-day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to CITY acceptance. If requested, complete copies of insurance policies shall be provided to the CITY. The COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Limits set forth herein may be met with a combination of self-insured deductible or retention, and underlying primary or excess insurance that is maintained by a party.

Any party may fulfill its insurance obligations in whole or in part by securing and maintaining, for the duration of this Agreement, membership in a risk management pool providing that Party contractual defense, indemnity, and such coverages and protections, as equivalent to the protective scope and limits otherwise required by the insurance coverages and limits required by this section.

Section 11: ANTI-KICKBACK

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

Section 12: PRIOR AGREEMENTS

This Agreement shall control over all prior agreements, including any interlocal agreement or memorandum of understanding and all amendments to those agreements. All prior agreements entered into between the City and the PDA prior to this agreement are void.

Section 13: MISCELLANEOUS

- A. <u>NON-WAIVER</u>: No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- **B.** <u>**HEADINGS**</u>: Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. <u>ENTIRE AGREEMENT</u>: This Agreement contains the entire understanding of the Parties. No representation, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement.
- **D**. <u>MODIFICATION</u>: No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- E. <u>ASSIGNMENT:</u> This Agreement shall be binding upon the Parties, their successors and assigns. Neither party may assign, transfer, or subcontract its interest in this Agreement without the written approval of the other party.
- **F**. <u>SEVERABILITY</u>: In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

- **G.** <u>COMPLIANCE WITH LAWS</u>: The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- H. <u>NON-DISCRIMINATION:</u> 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, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.
- I. <u>VENUE:</u> This Agreement shall be under the laws Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- J. <u>COUNTERPARTS:</u> This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

Section 14: RCW 39.34 REQUIRED CLAUSES

- A. **<u>PURPOSE</u>**: See Section No. 1 above.
- B. **<u>DURATION</u>**: See Section No. 4 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS**: Each Party shall adopt by its legislative body legislation to create the PDA.
- D. **RESPONSIBILITIES OF THE PARTIES**: See provisions above.
- E. <u>AGREEMENT TO BE FILED</u>: The CITY shall file this Agreement with its City Clerk or place it on its web site or other electronically retrievable public source. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. **<u>FINANCING</u>**: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **<u>TERMINATION:</u>** See Section No. 4 above.
- H. **PROPERTY UPON TERMINATION**: Title to all property acquired pursuant to this Agreement shall remain with the Party acquiring such property, unless otherwise agreed to by the Parties.
- ILA Reformation UD PDA

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED:	
	CITY OF SPOKANE
	By: Its:
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
DATED:	BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON
	MARY L. KUNEY, Chair
	AL FRENCH, Vice Chair
	JOSH KERNS, Commissioner
Attest:	Approved as to form:
Ginna Vasquez Clerk of the Board ILA – Reformation UD PDA	Deputy Civil Prosecuting Attorney

AMENDED CHARTER OF THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY (UDPDA)

- **ARTICLE I Name and Seal**
 - Section 1.1 Name
 - Section 1.2 Seal
- **ARTICLE II Authority and Limit on Liability**
 - Section 2.1 Authority
 - Section 2.2 Limit on Liability
 - Section 2.3 Mandatory Disclaimers
- **ARTICLE III Duration**
- **ARTICLE IV Purpose**
- **ARTICLE V** Powers
 - Section 5.1 Powers
 - Section 5.2 Indemnification
- **ARTICLE VI Board of Directors**
 - Section 6.1 Board Composition
 - Section 6.2 Legal Counsel; Tenure
 - Section 6.3 Terms of Office
 - Section 6.4 Officers and Division of Duties
 - Section 6.5 Committees of the Board
 - Section 6.6 Executive Committee
 - Section 6.7 Removal of Board Member
- **ARTICLE VII Meetings**
 - Section 7.1 Board Meetings
 - Section 7.2 Open Public Meetings
 - Section 7.3 Parliamentary Authority
 - Section 7.4 Minutes
- **ARTICLE VIII Bylaws**
- **ARTICLE IX Amendments to Charter and Bylaws**
 - Section 9.1 Proposals to Amend Charter and Bylaws
 - Section 9.2 Vote Required for Amendments to Charter or Bylaws
 - Section 9.3 City Council Approval of Proposed Charter Amendments
- **ARTICLE X Commencement**
- **ARTICLE XI Dissolution**
- **ARTICLE XII Approval of Charter**

AMENDED CHARTER OF THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY

ARTICLE 1: Name and Seal

Section 1.1: Name

The name of this Authority shall be the University District Public Development Authority (the "Authority").

Section 1.2: Seal

The Authority's seal shall be in such form as the directors shall determine.

ARTICLE 2: Authority and Limit on Liability

Section 2.1: <u>Authority</u>

The Authority is a public authority organized pursuant to RCW 35.21.730 - .755 and RCW 35.21.757 - .759 as they currently exist and may be amended (the "Act") and the interlocal cooperation agreement entered into between the City of Spokane "City") and Spokane County ("County") entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY ("the Interlocal Agreement") a copy of which is attached hereto as Attachment "1" and incorporated herein by reference. All provisions of the Interlocal Agreement are made a part of this Charter and adopted herein by reference. In the event on an inconsistency between the provisions of the Charter and the Interlocal Agreement, the Charter shall control.

Section 2.2: Limit on Liability

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

Section 2.3: <u>Mandatory Disclaimers</u>

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

The University District Public Development Authority is a public authority organized pursuant to the laws of the State of Washington, RCW 35.21.730 - .755 and RCW 35.21.757 - .759. RCW 35.21.750 provides as follows:

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

ARTICLE 3: Duration

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

ARTICLE 4: Purpose

The City of Spokane hereby delegates to the Authority the responsibility to undertake, assist with and otherwise facilitate the acquisition, construction, installation, operation and management of the public improvements authorized by Ordinance C34470 consistent with the interlocal agreement entered into between the City and the Authority.

Additionally, purpose of the Authority is to provide a legal entity organized under RCW 35.21.730 - .755 and RCW 35.21.757 to undertake, assist with and otherwise facilitate the acquisition, construction, development, equipping, leasing, operation and maintenance of public benefit projects ("the Projects") within the PDA boundaries as defined in the Interlocal Agreement in order to assist both the City and County in their ability to improve the economic conditions consistent with RCW 36.01.085 and RCW 35.21.703 in and around the City and County of Spokane. To the extent appropriate and consistent with the needs and objectives of the City and County, the Authority will acquire and manage real property, secure financing, undertake the construction and development of and otherwise accomplish all purposes required for development and management of the Projects. To the extent appropriate and consistent with the needs and objectives of the City and County, and to facilitate or provide for the public improvements associated with development projects, the Authority will undertake and accomplish all activities necessary or convenient for the planning, operation and implementation of public improvements associated with specific development projects. Subject to Ordinance C34470, the Authority may initiate and execute agreements to finance and improve eligible public improvements within the University District Revitalization Area utilizing revenue mechanisms described therein. Expenses associated with administering the Authority may be funded by revenue generated by Ordinance C34470 consistent with state law and the interlocal agreement between the City and the Authority.

Additionally, to the extent appropriate and consistent with the needs and objectives of the City and County and to facilitate or provide for the Projects, the Authority will undertake and accomplish all activities necessary or convenient for the development, operation and implementation of the Projects, which by agreement of the City and County, may extend beyond the geographical boundaries of the PDA.

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

ARTICLE 5: Powers

Section 5.1: Powers

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

Section 5.2 Powers Generally

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

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

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

- Z. conduct its affairs, carry on its operations and use its property as allowed by law and consistent with this chapter, its charter and its bylaws;
- AA. name corporate officials, designate agents and engage employees, prescribing their duties, qualifications and compensation;
- BB. secure the services of consultants for professional services, technical assistance and advice;
- CC. identify and recommend to a government the acquisition by the appropriate governmental entity (for transfer to or use by the Authority) property and property rights which, if so acquired, whether through purchase or the exercise of eminent domain, and so transferred or used, would materially advance the purpose for which the Authority is chartered;
- DD. own and acquire property and property rights by purchase, gift, devise, or lease for the construction, maintenance or operation of off-street parking facilities, including the establishment and collection of parking fees and all other matter provided for in chapter 35.86 RCW and chapter 35.86A RCW;
- EE. exercise and enjoy such other powers as may be authorized by law.

The Authority shall also administer and implement the University District Revitalization Area (UDRA) program authorized by RCW 39.104 (Local Revitalization Financing), created by RCW 82.14.505 (Local Revitalization Financing Demonstration Projects) and implemented by City Ordinance C34730 (Creating Spokane University District Revitalization Area) as well as revenues collected for the UDRA by the City under SMC Chapter 8.17 and City Ordinance C34470.

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

- A. The Authority has no power of eminent domain nor power to levy taxes or special assessments.
- B. The Authority may not incur or create any liability that permits recourse by any party or member of the public to any assets, services, resources or credit of the City or County.
 - 1. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and credit of the Authority.

- 2. No creditor or other person may have any recourse to the assets, credit or services of the City or County on account of any debt, obligation, liability, act or omission of the Authority.
- C. Use of Funds.
 - 1. No funds, assets or property of the Authority may be used for any partisan political activity or to further the election or defeat of any candidate for public office.
 - 2. No funds nor a substantial part of the activities of the Authority may be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, the Legislature of the State of Washington, the Spokane City Council or the Spokane County Board of Commissioners.
 - 3. Notwithstanding subsections (1) and (2) of this section, funds may be used for representatives of the Authority to communicate with members of Congress, state legislators, city council members and county commissioners concerning funding and other matters directly affecting the Authority, so long as such activities:
 - a. do not constitute a substantial part of the Authority's activities; and
 - b. are not specifically limited in its Charter.
- All funds, assets and credit of the Authority must be applied toward or expended upon services, projects and activities authorized by its Charter. No part of the net earnings of the Authority may inure to the benefit of, or be distributable as such to, its directors or officers or other private persons, except the Authority is authorized and empowered to:
 - 1. compensate its officials and others performing services for the Authority, including legal counsel, a reasonable amount for services rendered and reimburse reasonable expenses actually incurred in performing their duties;
 - 2. assist its officials, as members of a general class of persons to be assisted by an Authority-approved project or activity, to the same extent as other members of the class as long as no special privilege or treatment accrues to such official by reason of status or position in the Authority;
 - 3. defend and indemnify any current or former director or employee, and spouse and marital community thereof, against all costs, expenses, judgments and liabilities, including attorney's fees, reasonably incurred by or imposed upon such director or employee in connection with or resulting from any

claim, action or proceeding, civil or criminal, by reason of being or having been an official of the Authority, or by reason of any action alleged to have been taken or omitted by him as such official, so long as the official was acting:

- a. in good faith on behalf of the Authority, and
- b. within the scope of duties imposed or authorized by law;
- 4. purchase insurance to protect and hold personally harmless any of its officials (including employees and agents) from any action, claim or proceeding instituted against the foregoing individuals arising out of the performance, in good faith, of duties for, or employment with, the Authority and to hold these individuals harmless from any expense connected with the defense, settlement or monetary judgment from such action, claim or proceeding;
- 5. sell assets for a consideration greater than their reasonable market value or acquisition cost, charge more for services that the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as gain is not the principal object or purpose of the Authority's transaction or activity and the gain is applied to or expended upon services, projects and activities as aforesaid.
- E. The Authority may not issue shares of stock, pay dividends, make private distributions of assets, make loans to its directors or employees, or otherwise engage in business for private gain.

The Authority in all of its activities and transactions shall be subject to the powers, procedures and limitations contained in the SMC. Nothing in the Authority's Charter and Bylaws may contradict state law, the SMC or the interlocal agreement entered between the City and the Authority.

Section 5.2: Indemnification

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

ARTICLE 6: Governance/Administrative Board

Effective January 1, 2020 the following Governance/Administrative Board shall be effective:

(1) Formation. There shall be seven (7) voting directors of the Authority. None of the director positions are subject to residency requirements. Some of the directors are categorically and perpetually appointed and some shall be elected by the Board. With the exception of the City staff and University District Development Association (UDDA) CEO, all other directors shall be voting members of the UDDA Board of Directors.

The Board composed of the following positions shall govern the Authority:

- a. Permanent Board Members (4):
 - i. One County appointment comprised of either an elected official or an administrative position selected by the County Commissioners,
 - ii. Two City appointments comprised of the Council President and a senior administrative staffer.
 - iii. The CEO of the UDDA.
 - iv. The County appointee shall hold his/her appointment for the term as designated by a majority of the Board of County Commissioners. The City Council President appointee shall hold his/her appointment so long as they are Council President. The City senior administrative staffer shall hold his/her appointment for the term as designated by his/her appointee.
- b. Elected UDDA Board Directors (2):
 - i. Two UDDA directors selected by the UDDA board from their elected membership.
 - ii. Unless removed in accordance with this Agreement, each director shall hold office for one year or until the director's successor has been selected and qualified. University representatives or proxies do not qualify for appointment to the UDPDA board.
- C. Jointly Selected Board Director (1)

- A seventh director of the board shall be selected by unanimous vote of the three permanent City and County directors. However, and notwithstanding the provisions in Section (1) C. i. above, this position shall automatically be filled, or as soon thereafter as is practical, by any governmental entity representative that otherwise chooses to contribute incremental tax to the University District TIF. Should this event occur, the tenure of the director chosen pursuant to this section shall be phased out within the ensuing 12 months or as otherwise deemed appropriate by a majority vote of the Board.
- ii. Unless this position is otherwise occupied by a governmental entity that has chosen to participate in the University District TIF (in which case the duration of its term shall be consistent with Section (1) above), the jointly selected board director will serve a year term and are eligible for indefinite annual reappointments.

Section 6.4: Officers and Division of Duties

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

Section 6.5: Committees

In addition to the provision of an Executive Committee as outlined in Section 6.6 below, the officers shall have the ability to appoint advisory committees to the Authority. The appointment of other committees shall be provided for in the Bylaws.

ection 6.6: <u>Executive Committee</u>

The Bylaws may provide for an Executive Committee, which shall be appointed and or removed by the Board, and shall have and exercise such authority of the Board in the management between meetings of the Board as may be specified in the Bylaws.

Section 6.7: Removal of Board Member

Permanent board members may only be removed by their appointing authority except in the case where they hold their position as an ex-officio member in which case they shall hold the position while in the ex-officio position. Elected UDDA board members may be removed by majority vote of the UDDA elected membership. The Jointly selected board member may be remove by majority vote of the four Permanent board members.

Vacancies created under this section are filled in the same manner as provided in section 3.10.3 of the bylaws.

The term of any member nominated and confirmed pursuant to this section begins at the expiration of the term of the member being replaced and continues until the regular expiration of the term of the position being filled.

ARTICLE 7: Meetings

Section 7.1: Board Meetings

The Board shall meet as necessary but not less than six (6) times a year. Special meetings of the Board may be called as provided in the Bylaws. The Bylaws may provide that meetings shall be recorded and maintained by the Authority.

Section 7.2: Open Public Meetings

All meetings of the Board shall be conducted consistent with the Open Public Meetings Act (OPMA), Chapter 42.30 RCW. Notice of meetings shall be given in a manner consistent with the OPMA. In addition, the Authority shall routinely provide reasonable notice of meetings to any individual specifically requesting it in writing. At such meeting, any citizen shall have a reasonable opportunity to address the Board either orally or by written petition. Voting by proxy is not permitted. Participation by a board member by telephone or other electronic communication shall be permitted. Conduct of the meetings, including voting, shall be consistent with the OPMA.

Section 7.3: Parliamentary Authority

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

Section 7.4: Minutes

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

ARTICLE 8: Bylaws

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

ARTICLE 9: Amendments to Charter and Bylaws

Section 9.1: Proposals to Amend Charter and Bylaws

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

Section 9.2: Vote Required for Amendments to Charter or Bylaws

Resolutions of the Board approving proposed amendments to the Charter or Bylaws require an affirmative vote of a majority of the Board members voting on the issue, provided that such majority equals not less than four (4) votes. Section 9.3: <u>City Council and Spokane County Board of County</u> <u>Commissioners' Approval of Proposed Charter Amendments</u>

Proposed Charter amendments adopted by the Board shall be submitted to the City Council and Board of County Commissioners for adoption and approval. The power to alter, amend or repeal the bylaws and adopt new ones is vested in the board.

<u>Section 9.4 Amendment of Bylaws</u>. The initial bylaws shall be approved by the City and County. Future bylaw amendments shall be approved by the Authority and shall take effect ten days after the amendments have been filed with the City Clerk and the Clerk of the Board of County Commissioners. The bylaws may contain any provisions for the regulation and management of the affairs of the authority not inconsistent with law or this Charter.

ARTICLE 10: Commencement

The Authority shall commence its existence effective upon approval of its Charter by the City Council and Board of County Commissioners of Spokane, Washington. The Charter shall be issued in duplicate originals, each bearing the City's official seal attested by the Clerk as well as the County's official seal attested by the County Clerk. One original shall be retained by each Clerk and filed as a public record; a duplicate original shall be provided to the Authority. The City Clerk shall give notice of the issuance of the Charter to the Secretary of State and furnish a copy thereof and of this ordinance upon request.

ARTICLE 11: Dissolution

Dissolution of the Authority shall be in the form and manner required by state law, the SMC, and the Bylaws.

ARTICLE 12: Approval of Charter

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

Council President

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

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

> BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, Chair

AL FRENCH, Vice Chair

JOSH KERNS, Commissioner

Attest:

Approved as to form:

Ginna Vasquez Clerk of the Board Deputy Civil Prosecuting Attorney

AMENDED AND RESTATED BYLAWS OF THE UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY

(Adoption Date: June 4, 2019)

ARTICLE 1. DEFINITIONS

1.1 Authority

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

1.2 Electronic Transmission

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

1.3 Written Notice

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

ARTICLE 2. OFFICES

The registered office of the Authority in the state of Washington is 120 N. Pine Street, #292, Spokane, WA 99202. The Authority may have such other offices within the City of Spokane as the Board of Directors may designate.

ARTICLE 3. BOARD OF DIRECTORS

3.1 Power

The Board of Directors shall manage the business and affairs of the Authority at all times.

3.2 Number and Qualification

There shall be seven (7) voting directors of the Authority. None of the director positions are subject to residency requirements. Some of the directors are categorically and perpetually appointed and some shall be elected by the Board. With the exception of the City staff and University District Development Association (UDDA) CEO all other directors shall be voting members of the UDDA Board of Directors.

3.2.1. Permanent Board Directors (4):

- a. One County appointment, comprised of either an elected official or an administrative position selected by the County Commissioners,
- b. Two City appointments comprised of the Council President and a senior administrative staffer.
- c. The CEO of the UDDA.

d. The County appointee shall hold his/her appointment for the term as designated by a majority of the Board of County Commissioners. The City Council President appointee shall hold his/her appointment so long as they are Council President. The City senior administrative staffer shall hold his/her appointment for the term as designated by his/her appointee.

3.2.2 Elected UDDA Board Directors (2):

- a. Two, UDDA directors selected by the UDDA board from their elected membership.
- b. Unless removed in accordance with these bylaws, each director shall hold office for one year or until the director's successor has been selected and qualified. University representatives or proxies do not qualify for appointment to the UDPDA board.
- c. Elected UDDA directors can be selected to serve indefinitely on the UDPDA board as long as they are active UDDA board members.
- 3.2.3 Jointly Selected Board Director (1)
 - a. A seventh director of the board shall be selected by unanimous vote of the three permanent City and County directors.

However, and notwithstanding the provisions in 3.2.3(a) above, this position shall automatically be filled, or as soon thereafter as is practical, by any governmental entity representative that otherwise chooses to contribute incremental tax to the University District TIF. Should this event occur, the tenure of the director chosen pursuant to this section shall be phased out within the ensuing 12 months or as otherwise deemed appropriate by a majority vote of the Board.

b. Unless this position is otherwise occupied by a governmental entity that has chosen to participate in the University District TIF (in which case the duration of its term shall be consistent with Section 3.2.1 above), the jointly selected board director will serve a year term and are eligible for indefinite annual reappointments.

3.3 Duties of a Director

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

be expected to utilize this greater knowledge and be held to this standard in her/his conduct. Fifth, each director must sign and comply with the Authority's Conflict of Interest Policy and the Confidentiality Policy upon election or appointment.

3.4 Regular & Special Meetings

The Board shall meet as necessary, but not less than four (4) times a year. An annual meeting of the Board of Directors shall be held by the end of November at the principal office of the Authority or at such other place within the State of Washington designated by the Board.

- 3.4.1 <u>Open Public Meetings.</u> All meetings of the Board shall be conducted consistent with the Open Public Meetings Act (OPMA), Chapter 42.30 RCW. Notice of meetings shall be given in a manner consistent with the OPMA. In addition, the Authority shall routinely provide reasonable notice of meetings to any individual specifically requesting it in writing. At such meeting, any citizen shall have a reasonable opportunity to address the Board either orally or by written petition. Participation by a board director by telephone or other electronic communication approved by the Chair shall be permitted with prior notice given to the Chair.
- 3.4.2 <u>Parliamentary Authority.</u> The rules of <u>Robert's Rules of Order (revised</u>) shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with the Charter or with the special rules of order of the Authority set forth in the Bylaws.
- 3.4.3 <u>Minutes.</u> Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them as required by state law. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence. The Authority is required to maintain and provide in its office, at meetings and with the City Clerk a compilation of all minutes and proceedings of the Board and resolutions of the Board.
- Applicability of General Laws. A public corporation, commission, or 3.4.4 authority created under this chapter, and officers and multimember governing body thereof, are subject to general laws regulating local governments, multimember governing bodies, and local governmental officials, including, but not limited to, the requirement to be audited by the state auditor and various accounting requirements provided under chapter 43.09 RCW, public requirements the open record of chapter 42.56 RCW, the prohibition on using its facilities for campaign purposes under RCW 42.17A.555, the open public meetings law of chapter 42.30 RCW, the code of ethics for municipal officers under chapter 42.23 RCW, and the local government whistleblower law under chapter 42.41 RCW.
- 3.4.5 <u>Special Meetings.</u> Special meetings of the Board of Directors may be called by the Chair or any director. Notice of special meetings of the Board of Directors stating the date, time, and place thereof shall be given at least twenty-four hours prior to the date set for such meeting by the person or persons authorized to call such meeting, or by the Secretary at the direction of the person or persons authorized to call such meeting. The notice may be oral or written. Written notice is effective upon dispatch if such notice is

sent to the director's address, telephone number, electronic mail address, or other number appearing on the records of the Authority. If notice of a regular or special meeting is provided by electronic transmission, it must satisfy the requirements of RCW 24.03.009. If no place for such meeting is designated in the notice thereof, the meeting shall be held at the principal office of the Authority. Unless otherwise required by law, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice of such meeting.

Any director may waive notice of any meeting at any time. Whenever any notice is required to be given to any director of the Authority pursuant to applicable law, a waiver thereof in writing signed by the director entitled to notice shall be deemed equivalent to the giving of notice. The attendance of a director at a meeting shall constitute a waiver of notice of the meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened.

3.5 Quorum

At all meetings, except as otherwise provided by law or these by-laws, a quorum shall be required for the transaction of any business which shall consist of a simple majority of the directors.

3.6 Manner of Acting

If a quorum is present when a vote is taken, the affirmative vote of a majority of voting directors present is the act of the Board of Directors, unless the question is one upon which a different vote is required by express provision of law, the Charter or these Bylaws. Amendment of the Bylaws shall be by two-thirds vote of the Board.

3.7 Participation by Telecommunication

Directors may participate in a regular or special meeting of the Board by, or conduct the meeting by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

3.8 Board Committees

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

3.9.1 <u>Advisory Committees.</u> In addition to Committees discussed in Section 3.8 above, the officers shall have the ability to appoint advisory committees to the Authority.

3.9.2 <u>Executive Committee.</u> The Authority is authorized to create an Executive Committee consisting of the officer positions described in section 4.1. The Executive Committee may include invited guests at any time, who shall be non-voting.

3.9 Resignation

Any director may resign at any time by delivering written notice to the Chair, the Secretary, or the registered office of the Authority, or by giving oral notice at any meeting of the directors. Any such resignation shall take effect at any subsequent time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.10 Removal

If it be determined for any reason that any of the non-permanent directors should be removed from office, the Board, by a two-thirds (2/3) majority vote, may vote to have any non-permanent director removed from the Board.

3.11 Dissolution

Dissolution of the Authority shall be in the form and manner required by state law, the Spokane Municipal Code, and the Bylaws.

3.12 Vacancies

A vacancy on the Board of Directors may occur by the resignation, removal, or death of an existing director. Any vacancy shall be filled consistent with the provisions of 3.2 herein.

3.13 Compensation

No director shall receive any compensation, either by way of salary or fees for attendance at meetings or otherwise, nor shall any director be reimbursed for expenses, except pursuant to the authorization of the Board of Directors. This section shall not preclude any director from serving the Authority in any other capacity or from receiving reasonable compensation for such services and reasonable reimbursement for related expenses.

3.14 Chief Executive Officer

The board is authorized to engage the services of a Chief Executive Officer who shall serve at the pleasure of the Authority. The Chief Executive Officer shall function as a representative of the board in the management of the Authority, shall have the authority to operate the business of the Authority pursuant to guidelines established by the Authority, and shall have full authority for direction of the employees of the Authority.

ARTICLE 4. OFFICERS

4.1 Number and Qualifications

The officers of the Authority shall be elected by a majority of the directors and shall include a Chair, a Vice-Chair, a Secretary, a Treasurer and a Past Chair. Additional Officers, as deemed necessary by the Authority, shall not vote, and shall exercise only such powers and perform such duties as specifically delegated to them by the Board of Directors. Furthermore, unless specifically authorized by the Board of Directors, no "Additional Officers" shall have authority to sign documents on behalf of the Authority.

4.2 Appointment and Term of Office

The officers of the Authority shall be elected by the end of November in an annual meeting of the directors and shall hold office for one (1) year or until their successors are elected and have qualified. Any officer may be removed at any time, with or without cause, by majority vote of the directors. No officer shall hold the same office position for more than two (2) terms in the same capacity. Vacancies in any office shall be filled by majority vote of the directors for the unexpired term of the vacant office.

4.3 Resignation

Any officer may resign at any time by delivering written notice to the Chair, the Secretary, or the registered office of the Authority, or by giving oral notice at any meeting of the directors. Any such resignation shall take effect at any subsequent time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.4 Chair

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

4.5 Vice-Chair

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

4.6 Treasurer

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

4.7 Secretary

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

4.8 Past Chair

The Past Chair shall serve on the Authority's Executive Committee, if so created and existing, and shall provide guidance and historic perspective to the Executive Committee during the one-year period after his or her term as Chair, and shall perform other such duties as the board shall require. If the Past Chair's board term has otherwise expired, this requirement shall not compel extending his or her term on the board. If the term has ended, the Past Chair may participate on the Executive Committee as a non-voting "guest," but is not otherwise compelled to do so.

4.9 Temporary Transfer of Powers and Duties

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

ARTICLE 5. CONTRACTS, LOANS, CHECKS, DEPOSITS

5.1 Contracts

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

5.2 Loans

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

5.3 Checks, Drafts, Etc.

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

5.4 Deposits

All funds of the Authority not otherwise employed shall be deposited from time to time to the credit of the Authority in an Authority controlled financial account. The Board of Directors may authorize any officer or officers, agent or agents, with signature rights to the account.

5.5 Loans to Directors and Officers

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

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 Books and Records

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

6.2 Fiscal Year

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

6.3 Copies of Resolutions

Any person dealing with the Authority may rely upon a copy of any of the records of the proceedings, resolutions, or votes of the Board of Directors when such records are certified by the Chair or Secretary.

6.4 **Amendments to these Bylaws**

These Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted, by the two-thirds affirmative vote of the Board of Directors in so much as they are consistent with the Agreement and Charter.

6.5 Form of Seal

The seal of the Authority shall be in such form as the directors shall determine.

6.6 Voting Requirement

Unless specifically declared otherwise, all matters affecting the Authority may be determined by a vote of the directors, voting either in person or by telecommunication in compliance with section 3.5.1.

SECRETARY'S CERTIFICATION

The undersigned, being the Secretary of the Authority, hereby certifies that these bylaws are the bylaws of the University District Public Development Authority, adopted by resolution of the directors on _____ day of ______, 2019. _____, 2019. _____, 2019.

Secretary

_,

	for City Council Meeting of:	Date Rec'd	10/15/2019
10/28/2019	Clerk's File #	ORD C35829	
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	OPR 2019-0928
Contact Name/Phone	BEN STUCKART 6256269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Final Reading Ordinance	Requisition #	
Agenda Item Name	0320 NORTHEAST PUBLIC DEVELOPMENT AUTHORITY ORDINANCE		
Agenda Wording			

Agenda Wording

AN ORDINANCE REGARDING THE REFORMATION THE NORHTEAST PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

Summary (Background)

This ordinance approves an interlocal agreement between the City of Spokane and Spokane County regarding the reformation of the Northeast Public Development Authority, amends the Charter of the Northeast Public Development Authority Board, and amends the bylaws of the Northeast Public Development Authority.

Fiscal I	<u>mpact</u>	Grant rela	ated?	NO	Budget Account	
		Public Wo	orks?	NO		
Select	\$				#	
Select	\$				#	
Select	\$				#	
Select	\$				#	
Approvals		Council Notification	<u>S</u>			
Dept Hea	ad	M	CDANI	EL, ADAM	Study Session	
Division	Director				<u>Other</u>	Urban Experience
						10/15/19
<u>Finance</u>		HU	JGHES,	MICHELLE	Distribution List	
<u>Legal</u>		PI	CCOLO,	, MIKE	mpiccolo@spokanecity.org	5
For the I	Mayor	OF	RMSBY,	, MICHAEL		
Additional Approvals						
Purchas	ing					

ORDINANCE NO. C35829

AN ORDINANCE REGARDING THE REFORMATION THE NORHTEAST PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

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

WHEREAS, pursuant to the provisions of RCW 35.21.703, it shall be in the public purpose for all cities to engage in economic development programs; and

WHEREAS, pursuant to the provisions of 36.21.730 et seq., cities and counties have the legal authority to create public development authorities to (i) administer and execute federal grants or programs, (ii) receive and administer private funds, goods or services for any lawful public purpose, (iii) improve governmental efficiency and services, (iv) improve the general living conditions in the urban areas in and around the City, and (v) perform any lawful public purpose or public functions; and

WHEREAS, pursuant to the provisions of RCW 36.21.730, any city or county may by ordinance or resolution create a public development authority; and

WHEREAS, the City initially created and established the Northeast Public Development Authority in November 2011 (ORD C-34813) to assist in providing economic development to the northeast portion of the City and provide economic stimulus and benefit the entire city and region; and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), RCW 36.01.085, chapter 39.34 RCW and RCW 36.21.730 et seq., the County and City have negotiated the terms and conditions of documents entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY", "AMENDED CHARTER OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY" as well as "AMENDED BYLAWS OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY" wherein the County and City will reformulate and revise the NE PDA to allow for additional property and inclusion of Spokane County, among other matters. The additional property Spokane County would include are the joint planning areas and UGA land north and east of the NE PDA boundaries established by the City in November 2011; and

WHEREAS, as a result of executing the INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY referenced above, the NE PDA established by the City in November 2011 (ORD C-34813) shall be revised and reformulated.

Now, Therefore,

The City of Spokane does ordain that the (1) "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY," (2) "AMENDED CHARTER OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY BOARD," and (3) "AMENDED BYLAWS OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY" are hereby approved and in so doing revise and reformulate the NE PDA established by the City in November 2011 (ORD C-34813), consistent with such documents.

PASSED BY THE CITY COUNCIL ON	. 2019).
		· •

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

City of Spokane OPR # 2019-_____ Spokane County # _____

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING REFORMATION OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY

THIS AGREEMENT is between the **City of Spokane**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "CITY" and **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY," and jointly hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington, has the care of county property and the management of county funds and business; and

WHEREAS, the City of Spokane is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

WHEREAS, pursuant to chapter 39.34 RCW (Interlocal Cooperation Act), two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

WHEREAS, RCW 39.34.030 (3) authorizes two or more public agencies to create any separate legal or administrative agency with specific powers delegated thereto; and

WHEREAS, RCW 35.21.730-.755 and RCW 35.21.757 authorizes creation of public development authorities to (i) administer and execute federal grants or programs; (ii) receive and administer private funds, goods or services for any lawful public purpose; (iii); improve governmental efficiency and services; (iv) improve the general living conditions in the urban areas in and around the city; and (v) perform any lawful public purpose or public function; and

WHEREAS, the City initially created and established the Northeast Public Development Authority (PDA) in November 2011 (ORD C-34813) to assist in providing

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economic development to the northeast portion of the City and provide economic stimulus and benefit the entire city and region. As a result of this Agreement between the Parties the prior PDA shall cease to operate; and

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

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

WHEREAS, the Parties desire to enter into this interlocal agreement for the purpose of aligning resources, property, and services to facilitate development and operation of the Northeast Public Development Authority consistent with and for economic development initiatives of all Parties.

NOW, **THEREFORE**, the Parties hereby agree and covenant as follows:

Section 1: PURPOSE

The purpose of this Agreement is to revise and reformulate the existing PDA and to set forth the Parties' understanding of the terms and conditions under which the Parties shall facilitate economic development of the Northeast area of the City and County.

The purpose of the PDA is to provide a legal entity organized under 35.21. 730 - 755 and RCW 35.21.757 to undertake, assist with and otherwise facilitate the acquisition, construction, development, equipping, leasing, operation and maintenance of public benefit projects consistent with economic development initiatives of the Parties ("the Projects") within the Geographic Boundaries, as defined herein, located in the City of Spokane and Spokane County in order to assist both the City of Spokane and Spokane County in order to assist both the City of Spokane and Spokane County of Spokane consistent with RCW 36.01.085 and RCW 35.21.703. To the extent appropriate and consistent with the needs and objectives of the City and County, the PDA will acquire and manage real property, secure financing, undertake the construction and development of and otherwise accomplish all purposes required for development and management of the Projects, which, by agreement of the parties, may extend beyond the geographical boundaries of the PDA.

Section 2: DEFINITIONS

"Administrative Board" or "Board" means the Board developed pursuant to this Agreement and any subsequent legal entity, such as a PDA. "Agreement" means this Interlocal Agreement between the City of Spokane and Spokane County.

"Bonds" mean, collectively, bonds, notes, or other evidences of borrowing issued by the PDA to provide interim and permanent financing for the PDA to finance or refinance equipment, completion, expansion and other capital improvements essential to maintain the PDA.

"City" means City of Spokane, a political subdivision of the State of Washington.

"Costs of Maintenance and Operations" means all reasonable expenses incurred by the Administrative Board or Board in developing and maintaining the Northeast PDA property.

"County" means Spokane County, a political subdivision of the State of Washington.

"Geographic Boundaries" or "PDA Boundaries" means the area and those geographic boundaries depicted in the attached Map, Attachment "A", which may be amended or revised from time to time by the legislative bodies of the City and County based on a written recommendation of Governance/Administrative Board.

"PDA" means the Northeast Public Development Authority created to manage the Northeast area property as defined in Geographic Boundaries.

"Revenue" means any incremental increases in tax revenue from properties or conducting of business originating from the location of the properties within the PDA Boundaries which shall be calculated and shared based on the terms within this Agreement.

Section 3: BUSINESS TERMS OF THE PARTIES

The Parties have reached agreement on the following business terms in establishing a PDA for the Northeast Area:

- (1) <u>Geographic Boundaries of the PDA</u>: The area and geographic boundaries as defined above and depicted in the map attached as Attachment "A".
- (2) <u>Revenue Sharing between City and County</u>: Both the City and County shall share and pay to the PDA, an initial rate of 75% of all incremental increases in the following tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A". The City shall share and pay to the County 12 ½ % of its remaining 25% of all incremental increases in the following tax revenues from properties or businesses located

within the Geographic Boundaries of the PDA as defined by Attachment "A". The County shall share and pay to the City $12 \frac{1}{2} \%$ of its remaining 25% of the following tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A". The methodology for calculating and distributing the revenue sharing is outlined in Attachment "B".

City and County will commit and include the following tax revenue sources for their respective entities:

- a. Property (Real and Personal) Tax Revenue:
 - i. City of Spokane Regular Levy within PDA incremental increase.
 - ii. Spokane County Regular Levy within PDA incremental increase.
- b. Sales Tax Revenue:
 - i. City of Spokane incremental Sales Tax increase within PDA.
 - ii. Spokane County incremental Sales Tax increase within PDA.
- c. Utility Tax Revenue:
 - i. City of Spokane incremental Private Utility Tax increase within PDA.
 - ii. Spokane County incremental Private Utility Tax increase within PDA (when levied).
- d. Leasehold Excise Tax:
 - i. City of Spokane share of incremental Leasehold Excise Tax increase within PDA.
 - ii. Spokane County share of incremental Leasehold Excise Tax increase within PDA.
- e. Business and Occupation Tax Revenue:
 - i. City of Spokane incremental Business and Occupation Tax increase within PDA.
 - ii. Spokane County incremental Business and Occupation Tax increase within PDA (when levied).

The County shall use 100% of all incremental increases in Spokane County Road Levy Tax revenues from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" for those purposes as authorized under chapter 36.82 RCW and/or RCW 36.33.220 which purposes occur within the unincorporated area of the County located within the Geographic Boundaries of the PDA or within the unincorporated area of the County located within the purposes benefit the PDA. The County agrees to include the PDA executive director in the evaluation of proposed projects utilizing the Spokane County Road Tax revenues for the benefit of the PDA. The methodology for calculating the revenue is outlined in Attachment "B".

The City, County and PDA agree to work collaboratively to develop a process, policy, procedure, and/or ordinance to implement the sharing of Revenue as provided for above.

The revenue sharing provisions of this Agreement shall not apply to revenue generated within the boundaries of a tax increment finance district created by either the City or County prior to the date of this Agreement.

Once the PDA's tax revenues as provided for above, excluding Sales Tax Revenue, and PDA operating revenues (leases, other non-tax revenue), have sustained a total level of revenue equal to or greater than the following amounts for a period of three consecutive calendar years, the City and County may mutually agree to review the revenue sharing percentage(s) set forth above and may mutually agree to adjust any or all of them according in the fourth calendar year, effective as of January 1st of the following year.

PDA Total Revenue:	Revenue sharing shall not be reduced less than:
Up to \$600,000	75%
\$600,001 to \$850,000	60%
\$850,001 to \$1,000,000	40%
More than \$1,000,001	20%

Provided further, the remaining balance of tax revenues not shared by the City and County with the PDA will be split equally between the City and County. For example, if the City and County adjust the revenue sharing with the PDA from 75% to 60%, the City shall share with the County 20% of its remaining 40% and the County shall share with the City 20% of its remaining 40%.

Any adjustments to the revenue sharing shall not adversely impact any outstanding debt issued by the PDA.

- (3) <u>Debt</u>: City and County agree, to the extent allowed by law, to jointly back any outstanding debt when a guarantee is required. Either Party shall have the right to veto any debt proposal where either Party would be responsible for issuance or repayment of any debt. The Parties recognize that City Charter provisions may prohibit it from providing a guarantee without a vote of its constituents. The Parties agree in instances where a guarantee may require a vote of the City's constituents to consider other mechanisms to satisfy the City's obligation to guarantee any outstanding debt.
- (4) <u>Stand Down on Annexation</u>: For the duration of this Agreement and the duration of any outstanding debt as provided for under Section 3 (3), the City agrees to not initiate and pursue further annexation of property located within the Geographic Boundaries of the PDA.

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- (5) <u>GFC Waiver</u>: All General Facilities Charges (GFC) shall be waived for development of properties which are located within the Geographic Boundaries of the PDA.
- (6) <u>Commercial or Industrial Water/Sewer Service Charges</u>: For those areas where the City is the water or sewer utility service provider to commercial or industrial utility customers located within the Geographic Boundaries of the PDA after the effective date of the Agreement, utility services shall be provided at in-City rates. All current rules and regulations for in-City customers, or as hereby amended, as determined by the Spokane City Public Works Division shall apply to all services within the Geographic Boundaries and within the City's designated utility service area. The City reserves the right to develop and substitute, after notice to the County, utility rates specifically for the PDA.
- (7) <u>Development Incentives</u>: All available development incentives and tools shall be available for the Projects, to include the City's incentive matrix and any applicable County incentives.
- (8) <u>Governance</u>: Governance of the PDA shall be as described in Section 5 of this Agreement.
- (9) <u>Initial Funding for PDA Operating Expenses</u>: Initial funding for PDA executive shall be as described in Section 7 of this Agreement.

Section 4: TERM

This Agreement shall become effective upon signature of both the City and County. Upon the effective date, the Northeast Public Development Authority created by the City in November 2011 under ORD C-34813 shall cease to exist.

Termination of this Agreement may be: (1) by mutual agreement of the Parties; or (2) by formation of a Special Purpose District that assumes all duties and obligations of the PDA; or (3) by formation of a Port District as provided by Title 53 RCW that assumes all duties and obligations of the PDA; or (4) after a period of twenty (20) years, by either party, effective at the end of any calendar year, serving written notice on the other party at least eighteen (18) months prior to the end of any calendar year.

Notwithstanding any of the other rights, duties or obligations of any Party under this Agreement, withdrawal or termination of any Party from this Agreement shall not occur until all Bonds issued by the PDA or obligations to pay debt service, as provided herein, are paid in full.

Section 5: GOVERNANCE/ADMINISTRATIVE BOARD

Interim/Transition Period: In order to allow for smooth transition of current operations to the reformed PDA, from the last date of execution of the Agreement by both Parties until December 31, 2019, the current Governance/Administrative Board as established by ORD C-34813 shall remain in full force and effect. Provided, further, there a are presently two vacancies on the nine (9) voting member Governance/Administrative Board established by ORD C-34813. The City agrees that the Mayor will appoint and the City Council will confirm the two County appointments as designated by the County to fill the vacant voting member positions.

Effective January 1, 2020 the following Governance/Administrative Board shall be effective:

- (1) <u>Formation</u>. An Administrative Board composed of the following positions shall govern the PDA:
 - a. Permanent Board Members (4):
 - i. Two County appointments, comprised of one County Commissioner and one administrative position selected by the County Commissioners,
 - ii. Two City appointments comprised of one City Council member and one administrative position nominated by the Mayor and appointed by the City Council.
 - b. At-large Business Representative (3):
 - i. Three at-large business representatives who will be selected by the four (4) permanent Board Members as described in the above subparagraphs i and ii.
 - ii. The at-large business representatives will serve staggered 3 year terms, or as otherwise designated by a majority of the Permanent Board Members.
- (2) <u>Allocation of Votes</u>. Each Board Member shall have an equal vote and vote in all Board decisions.
- (3) <u>Voting Requirements</u>. Votes regarding (a) debt; (b) approval of the Budget; (c) employment of the PDA executive director; (d) cost allocations made prior to issuance of Bonds; and (e) acquisition, sale, transfer, disposal, lease or conveyance of any interest in real property owned by the PDA and not otherwise subject to the Interlocal Agreement shall require an affirmative vote of a majority of the Permanent Members.

- (4) <u>Executive Director</u>. The Administrative Board may hire an Executive Director to carry out the business affairs of the PDA. The current employment of the Executive Director of the PDA shall not be affected by the reformation of the PDA.
- (5) <u>Officers of the Administrative Board</u>. Members of the Administrative Board shall select a Chair from its members, together with such other officers as a majority of the Administrative Board may determine.
- (6) <u>Meetings of the Administrative Board</u>. There shall be a minimum of two meetings each year and not less than fifteen (15) days' notice shall be given to all members prior to any such meeting. A majority of the Administrative Board members must be present to comprise a quorum and for the Administrative Board to transact any business.
- (7) <u>Bylaws</u>. The Administrative Board shall authorize to establish bylaws that govern procedures of the Board and the PDA's general operations consistent with the terms of this Agreement.
- (8) <u>Budget, Policies and Operations.</u> The Executive Director shall distribute a proposed Budget to the Administrative Board on or before August 1st of each year.

Section 6: COMPENSATION

There shall be no direct compensation to or from either party, except as provided for herein or as otherwise agreed in writing.

Section 7: INITIAL FUNDING FOR PDA OPERATING EXPENSES/BUDGET

Initial funding for the PDA operating expenses, to include staffing, shall be as follows:

The County shall commit \$180,000 to the revised and reformulated PDA. The County's commitment will be made in two installments with the first amounting to \$120,000 payable on or after January 1, 2020, and the second installment of \$60,000 payable on or before July 1, 2020.

As of the effective date of this Agreement, the City has committed and contributed \$233,333 to the revised and reformulated PDA

Section 8: RELATIONSHIP OF THE PARTIES

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No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County.

Section 9: LIABILITY

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY's intentional or negligent acts or breach of its obligations under the Agreement. The COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or negligent acts or breach of its obligations under the Agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, its officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

Section 10: NOTICES

All notices shall be in writing and served on the other party either personally or by certified mail, return receipt requested. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

CITY:

Mayor or designee City of Spokane Seventh Floor, City Hall

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	808 West Spokane Falls Boulevard Spokane, Washington 99201
With a Copy to:	City Attorney's Office City of Spokane Fifth Floor, City Hall 808 W. Spokane Falls Boulevard Spokane, Washington 99201
COUNTY:	Chief Executive Officer or designee Spokane County Courthouse 1116 West Broadway Avenue Spokane, Washington 99260
With a Copy to	Chairman, Board of County Commissioners Spokane County Courthouse 1116 West Broadway Avenue Spokane, Washington 99260

Section 11: INSURANCE

During the term of the Agreement, the COUNTY and the CITY shall maintain in force at its own expense, each insurance noted below:

- 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 or Stop Gap Insurance in the amount of \$5,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 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 COUNTY's services to be provided under this Agreement; and
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- d. Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional

services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

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 COUNTY or its insurer(s) to the CITY.

As evidence of the insurance coverages required by this Agreement, the COUNTY 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 insured; and include applicable policy endorsements, the thirty (30)-day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to CITY acceptance. If requested, complete copies of insurance policies shall be provided to the CITY. The COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Limits set forth herein may be met with a combination of self-insured deductible or retention, and underlying primary or excess insurance that is maintained by a Party.

Any Party may fulfill its insurance obligations in whole or in part by securing and maintaining, for the duration of this Agreement, membership in a risk management pool providing that Party contractual defense, indemnity, and such coverages and protections, as equivalent to the protective scope and limits otherwise required by the insurance coverages and limits required by this Section.

Section 12: ANTI-KICKBACK

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

SECTION 13: PRIOR AGREEMENTS

This Agreement shall control over all prior agreements, including any interlocal agreement or memorandum of understanding and all amendments to those agreements. All prior agreements entered into between the City and the PDA prior to this agreement are void

Section 14: MISCELLANEOUS

A. <u>NON-WAIVER</u>: No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.

- **B.** <u>**HEADINGS**</u>: Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. <u>ENTIRE AGREEMENT</u>: This Agreement contains the entire understanding of the Parties. No representation, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement.
- **D**. <u>MODIFICATION</u>: No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- E. <u>ASSIGNMENT:</u> This Agreement shall be binding upon the Parties, their successors and assigns. Neither party may assign, transfer, or subcontract its interest in this Agreement without the written approval of the other party.
- **F**. **SEVERABILITY**: In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- **G.** <u>COMPLIANCE WITH LAWS</u>: The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- H. <u>NON-DISCRIMINATION</u>: 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, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.
- I. <u>VENUE:</u> This Agreement shall be under the laws Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- J. <u>COUNTERPARTS:</u> This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

Section 15: RCW 39.34 REQUIRED CLAUSES

- A. **<u>PURPOSE</u>**: See Section No. 1 above.
- B. **<u>DURATION</u>**: See Section No. 4 above.

- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS**: Each Party shall adopt by its legislative body legislation to create the PDA.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. <u>AGREEMENT TO BE FILED</u>: The CITY shall file this Agreement with its City Clerk or place it on its web site or other electronically retrievable public source. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. **<u>FINANCING</u>**: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **<u>TERMINATION:</u>** See Section No. 4 above.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired pursuant to this Agreement shall remain with the Party acquiring such property, unless otherwise agreed to by the Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED:	_
	CITY OF SPOKANE
	By: Its:
Attest:	Approved as to form:
City Clerk	Assistant City Attorney
ILA – Reformation NEPDA	13

DATED: _____

BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, Chair

AL FRENCH, Vice Chair

JOSH KERNS, Commissioner

Attest:

Approved as to form:

Ginna Vasquez Clerk of the Board Deputy Civil Prosecuting Attorney

Adams & Clark, Inc.

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

LEGAL DESCRIPTION NEPDA Boundary

(Prepared by Adams & Clark, Inc.)

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

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

1) N89°57'47"E 100.00 feet;

2) S0°00'08"E 150.00 feet;

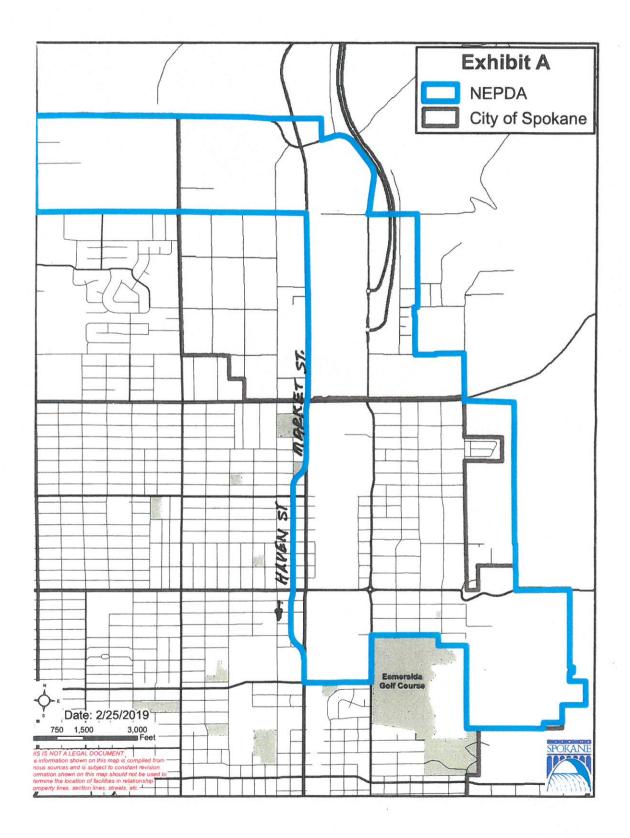
Page 2 of 2

3) S89°57'47"W 100.00 feet;

4) S0°00'08"E 246.00 feet to the south line of the west 200 feet of the NE1/4 of said Section 2;

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





ATTACHMENT "B"

METHODOLOGY FOR CALCULATING TAX REVENUES AND DISTRIBUTING REVENUE

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

Property (Real and Personal) Tax

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

The methodology to be used is the same as used by entities within the County area for allocating revenues under Tax Increment Financing. In calendar year 2019, a new tax code area (TCA) will be created for the geographic area of the PDA by the Spokane County Assessor. This will establish the base year for the measurement of property value increases. Beginning in calendar year 2020, the increase in overall taxable assessed value within the PDA's TCA will be calculated. The "regular" levy rates of the City and/or County will be calculated on the increase. The Spokane County Treasurer will allocate 75% of the increase for the current expense (general fund) property tax levies from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" to the PDA. Of the remaining 25%, 12 $\frac{1}{2}$ % is retained by the originating entity and 12 $\frac{1}{2}$ % is distributed to the other entity participating in this Agreement.

The Spokane County Treasurer will allocate 100% of the increase in County Road Tax Levy from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" to a designated account for the PDA in the County's Road Fund. These moneys shall be used by the County for those purposes as authorized under chapter 36.82 RCW and/or RCW 36.33.220 which purposes occur within the unincorporated area of the County located within the Geographic Boundaries of the PDA or within the unincorporated area of the County when the purposes benefit the PDA.

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

Regular Sales and Use Tax

The regular sales tax of the City and County, within the geographic boundaries of the PDA, will be allocated in the following manner. Special sales tax designated for specific purposes (i.e. emergency communications, public safety, etc.) of either entity will not be included in the allocation to the PDA since these revenues are voted on by the public for a specific purpose.

Beginning January 1, 2020, with 2019 established as the base year for regular taxable sales, 75% of any incremental increase of City or County regular sales or use tax generated within the Geographic Boundaries of the PDA as defined by Attachment "A" from a property or businesses shall be paid to the PDA. Of the remaining 25%, $12\frac{1}{2}\%$ is retained by the originating entity and $12\frac{1}{2}\%$ is distributed to the other entity participating in this Agreement.

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

Leasehold Tax

The TCA established by the Spokane County Assessor in calendar year 2019 will also be used for the calculation as it applies to the Leasehold Tax. Beginning January 1, 2020, with 2019 established as the base year for Leasehold Tax revenue, 75% of the incremental revenue from the Leasehold Tax collected from properties located within the Geographic Boundaries of the PDA, as defined by Attachment "A", will be distributed to the PDA. Of the remaining 25%, 12 $\frac{1}{2}$ % is retained by the originating entity, and 12 $\frac{1}{2}$ % is distributed to the other entity participating in this Agreement. The calculation will be based on the information as reported by the State Treasurer to the City and County.

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

Utility Tax

Beginning January 1, 2020, with 2019 established as the base year for Utility Tax revenue, 75% of any incremental increase in the Utility Taxes collected from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A" will be allocated to the PDA. Of the remaining 25%, 12 $\frac{1}{2}$ % is retained by the originating entity and 12 $\frac{1}{2}$ % is distributed to the other entity participating in this Agreement.

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

Business and Occupation Tax

Beginning January 1, 2020, with 2019 established as the base year for Business and Occupation tax revenue, 75% of any incremental increase in the Business and Occupation Tax collected from properties or businesses located within the Geographic Boundaries of the PDA as defined by Attachment "A", will be allocated to the PDA. Of the remaining 25%, 12 $\frac{1}{2}$ % is retained with the originating entity and 12 $\frac{1}{2}$ % is distributed to the other entity participating in this Agreement.

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

AMENDED CHARTER OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY

Revised: _____

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AMENDED CHARTER OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY

ARTICLE I

Name and Seal

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

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

ARTICLE II

Authority and Limit on Liability

<u>Section 2.1 Authority</u>. The Authority is a public authority organized pursuant to RCW 35.21. 730 -755 and RCW 35.21.757, as amended (the "Act") and the interlocal cooperation agreement entered into between the City of Spokane ("City") and Spokane County ("County") entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY ("the Interlocal Agreement") a copy of which is attached hereto as Attachment "1" and incorporated herein by reference. All provisions of the Interlocal Agreement are made a part of this Charter and adopted herein by reference. In the event on an inconsistency between the provisions of the Charter and the Interlocal Agreement, the Charter shall control.

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

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

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

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

ARTICLE III

Duration

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

ARTICLE IV

<u>Purpose</u>

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

To the extent appropriate and consistent with the needs and objectives of the City and County and to facilitate or provide for the Projects, the Authority will undertake and accomplish all activities necessary or convenient for the development, operation and implementation of the Projects, which by agreement of the City and County, may extend beyond the geographical boundaries of the PDA.

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

ARTICLE V

Powers

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

Section 5.2. Powers Generally

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

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

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

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

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

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

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

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

as aforesaid.

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

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

ARTICLE VI

Board of Directors

Section 6.1 Board Composition.

In order to allow for smooth transition of current operations of the PDA to the replaced PDA, from the last date of execution of the Interlocal Agreement by both Parties until December 31, 2019, the current Governance/Administrative Board of the PDA as established by ORD C-34813 shall remain in full force and effect. Provided, further, there are presently two vacancies on the nine (9) voting member Governance/Administrative Board established by ORD C-34813. The City agrees that the Mayor will appoint and the City Council will confirm the two County appointments as designated by the County to fill the vacant voting member positions.

Effective January 1, 2020 an Administrative Board composed of the following positions shall govern the Authority:

- a. Permanent Board Members:
 - i. Two City appointments comprised of one City Council member and one administrative position nominated by the Mayor and appointed by the City Council,
 - ii. Two County appointments comprised of one County Commissioner and one administrative position selected by the County Commissioners, and

- b. At-large Business Representative:
 - i. Three at-large business representatives who will be selected by a majority vote of the four (4) permanent Board Members as described in the above sub-paragraph 6.1.

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

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

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

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

ARTICLE VII

<u>Meetings</u>

Section 7.1 Board Meetings.

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

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

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

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

ARTICLE VIII

<u>Bylaws</u>

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

ARTICLE IX

Amendments to Charter and Bylaws

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

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

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

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

ARTICLE X

Commencement

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

ARTICLE XI

Dissolution

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

ARTICLE XII

Approval of Charter

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

CITY OF SPOKANE

By:

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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

BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, Chair

AL FRENCH, Vice Chair

JOSH KERNS, Commissioner

Attest:

Approved as to form:

Ginna Vasquez Clerk of the Board Deputy Civil Prosecuting Attorney

AMENDED BYLAWS OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY

ARTICLE 1. DEFINITIONS

1.1 Authority

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

1.2 Electronic Transmission

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

1.3 Written Notice

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

ARTICLE 2. OFFICES

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

ARTICLE 3. BOARD OF DIRECTORS

3.1 Power

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

3.2 Number and Qualification

In order to allow for smooth transition of current operations of the PDA to the revised and reformulated PDA, from the last date of execution of the Interlocal Agreement by both Parties through December 31, 2019, the current Governance/Administrative Board of the PDA as established by ORD C-34813 shall remain in full force and effect. Provided, further, there are presently two vacancies on the nine (9) voting member Governance/Administrative Board established by ORD C-34813. The City agrees that the Mayor will appoint and the City Council will confirm the two County appointments as designated by the County to fill the vacant voting member positions.

Effective January 1, 2020, there shall be seven (7) voting directors of the Authority's Board.

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

- a. Permanent Board Members:
 - i. Two (2) City appointments comprised of one City Council member and one administrative position nominated by the Mayor and appointed by the City Council,
 - ii. Two (2) County appointments comprised of one County Commissioner and one administrative position selected by the County Commissioners, and
- b. At-large Business Representative:
 - i. Three (3) at-large business representatives who will be selected by a majority vote of the four (4) permanent Board Members as described in the above sub-paragraphs 3.2.

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

3.4 Duties of a Director

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

3.5 Regular & Special Meetings

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

3.5.1 Open Public Meetings

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

3.5.2 **Parliamentary Authority**

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

3.5.3 Minutes

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

3.5.4 Applicability of General Laws

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

3.6 Quorum

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

3.7 Manner of Acting

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

3.8 Participation by Telecommunication

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

3.10 Board Committees

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

3.10.1 Advisory Committees

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

3.12 Dissolution

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

3.13 Compensation

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

ARTICLE 4. OFFICERS

4.1 Number and Qualifications

The officers of the Authority shall be elected by the directors and shall include a Chair, a Vice-Chair, a Secretary, and a Treasurer. Additional Officers, as deemed necessary by the Authority shall exercise only such powers and perform such duties as specifically delegated to them by the Board of Directors. Furthermore, unless specifically authorized by the Board of Directors, no "Additional Officers" shall have authority to sign documents on behalf of the Corporation.

4.2 Appointment and Term of Office

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

4.3 Chair

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

4.4 Vice-Chair

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

4.5 Treasurer

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

4.6 Secretary

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

4.7 Temporary Transfer of Powers and Duties

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

ARTICLE 5. CONTRACTS, LOANS, CHECKS, DEPOSITS

5.1 Contracts

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

5.2 Loans

No loans shall be contracted on behalf of the Authority and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors consistent with section 3.7.

5.3 Checks, Drafts, Etc.

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

5.4 Deposits

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

5.5 Loans to Directors and Officers

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

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 Books and Records

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

6.2 Fiscal Year

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

6.3 Amendments to these Bylaws

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

6.4 Form of Seal

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

6.5 Voting Requirement

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

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

Council President

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, Chair

AL FRENCH, Vice Chair

JOSH KERNS, Commissioner

Attest:

Approved as to form:

Ginna Vasquez Clerk of the Board Deputy Civil Prosecuting Attorney

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SPOKANE Agenda Sheet for City Council Meeting of*					Date Rec'd (Clerk use only)		9/26/2019	
Briefing date: 09/30/2019					Clerk's File # ORD C35820		ORD C35820	
Status: SUBMITTER EDITING					Ren	ews #		
Submitting Dept*:	DEVELOPER SERVICES CENTEF				Cros	s Ref#	RES 2019-0072	
Contact Name & Phone	et: ELC	ON BROWN	63	05	• Proj	ect #		
Contact E-Mail*	EBF	ROWN@SPOKA	NECITY	.ORG	Bid #	¥		
Add'l Docs Attached?	🗌 Hea	irings		\checkmark	O Req	uisition #		
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CITY OF SPOKANE DEVELOPMENT SERVICES

808 West Spokane Falls Blvd, Spokane WA 99201-3343 (509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT September 30, 2019

- **LOCATION:** Portions of Cataldo Ave and Dean Ave between Washington and Howard
- **PROPONENT:** Spokane Public Facilities District
- **PURPOSE:** Sportsplex
- HEARING: October 7, 2019

REPORTS:

AVISTA UTILITIES – Avista has overhead electric and underground natural gas facilities in the portion of Cataldo being vacated and gas facilities in the portion of Dean being vacated; requesting easements be reserved for those facilities.

Avista understands that the need for these easements may change as plans move ahead for the construction of the Sportsplex.

COMCAST – Comcast has reviewed the vacation request. Enclosed is our system map showing Coax/Fiber on the South side of Cataldo. Prior to any approval of this vacation, we would request a meeting to discuss options for the utilities that exist in this right-of-way.

CENTURYLINK – CenturyLink doesn't have any objections to the new vacation.

ZAYO COMMUNICATIONS – Zayo has no comment and or objection to the ROW vacation of W Cataldo as designated.

INLAND POWER & LIGHT – Inland Power & Light does not have any utility facilities in the proposed vacation areas.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No comments

FIRE DEPARTMENT – There is a small stretch of 26' wide street to the north, but that meets our 20' minimum for apparatus access. My only suggestion would be that they provide "No Parking – Fire Lane" signage on both sides of the curb bump-out.

NEIGHBORHOOD SERVICES - No comments

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES - No comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – Erik, Here are my comments on the Cataldo ROW vacation. I don't know if Condition #1 is needed since it may be July before this gets to Council.

Recommended Condition #1 - The vacation and any associated construction should be delayed until after the July 2019 Hoopfest event.

Support for Condition #1: Hoopfest is planning to use much of Dean Avenue for courts.

Recommended Condition #2 – A public route for bicycle, pedestrian and scooter use must be provided from the intersection of Howard/Cataldo to Washington/Cataldo, around the south side of the Sportsplex, connecting to the walkways on the west side of the building.

Support for Condition #2:

- Although the main entrance to the Sportsplex is oriented to Dean Avenue, many pedestrians will be walking to and from the Sportsplex from the southeast and southwest. They need a <u>safe and direct route</u> to the entrances, and also <u>through the site</u> if the Sportsplex is not their destination. Foot traffic, bicycle and scooter trips are also generated by the Spokane Arena, Riverfront Park, the Howard Street Promenade, the North Bank Playground, offices and restaurants in the Flour Mill, the Centennial Hotel via the controlled crosswalk at Washington/North River Drive, the Wonder Building, and the proposed restaurants and hotel in the Falls Towers.
- While the pathway through the park will work for some trips, it will feel less safe at night due to low lighting, more confined spaces and fewer people. A route around the Sportsplex designed with CPTED principles would be a more comfortable and safer alternative.
- Provision of a well-designed and safe bicycle and pedestrian route will minimize interference with the loading area on the west side of the building.
- The following Comprehensive Plan Policies support maintaining a public bicycle and pedestrian route between Howard/Cataldo and Washington/Cataldo, around the south side of the Sportsplex.

TR 2 Transportation Supporting Land Use

Maintain an interconnected system of facilities that allows travel on multiple routes by multiple modes, balancing access, mobility and placemaking functions with consideration and alignment with the existing and planned land use context of each corridor and major street segment.

LU4.4 Connections

Form a well-connected network which provides safe, direct and convenient access for all users, including pedestrians, bicycles, and automobiles, through site design for new development and redevelopment.

LU4.5 Block Length

Create a network of streets that is generally laid out in a grid pattern that features more street intersections and shorter block lengths in order to increase street connectivity and access. The text goes on to say that "block lengths of approximately 250 to 350 feet on average are preferable, but should not exceed 600 feet in length (per Spokane Municipal Code).

• Cataldo is often used for non-motorized travel between Howard and Washington. The Strava map shows aggregated bicycle and pedestrian use over the past two years from users of their app. Cataldo is marked with an arrow.



Recommended Condition #3 – The PFD shall work with City staff to reestablish a street grid system if any of the surface parking lots are redeveloped. One option could be re-opening Boy Scout Way (formerly Gardner Avenue) to through traffic between Howard and Washington.

Support for Condition #3:

Drivers on the north side of the river often use the Mallon-Howard-Cataldo-Washington route to circle back into downtown as it is less congested than the Monroe Street Bridge. Traffic counts collected by the City show that Cataldo carries 1700-2200 vehicles per day during the week and 1500 on weekend days with events. This is "collector arterial" level traffic. With the vacation of Cataldo this

traffic will be added to Dean Avenue, which carries approximately 500 vehicles per day, not counting additional traffic generated by the Sportsplex events or the three new mixed-use towers planned for the corner of Broadway/Lincoln. This traffic will add conflict with the proposed passenger loading zone on Dean Avenue and the pedestrian movements between the PFD parking lots and the Sportsplex.

• Removal of the street grid network is not supported by city development code. The applicable sections are below. Per SMC 17H.010.010 the Street Development Standards are applicable to street construction projects that "involve major redesign of the street itself".

<u>Chapter 17H.010</u> Street Development Standards, <u>Section 17H.010.030</u> Street Layout Design

- M. A grid pattern featuring more street intersections and shorter block lengths should be implemented wherever possible.
- P. Block lengths should not exceed six hundred sixty feet.

<u>Chapter 17H.010</u> Street Development Standards, <u>Section 17H.010.080</u> Deadend and Cul-de-sac Streets

- A. New, permanent dead-end or cul-de-sac streets require the approval of the director of engineering services. Dead-end and culde-sac streets are only allowed when street connectivity is unachievable, such as property that is isolated by topography or the configuration of existing lots and streets.
- The following Comprehensive Plan Policies support establishing a better street grid around the Spokane Arena and Sportsplex sites.

TR 2 Transportation Supporting Land Use

Maintain an interconnected system of facilities that allows travel on multiple routes by multiple modes, balancing access, mobility and place-making functions with consideration and alignment with the existing and planned land use context of each corridor and major street segment.

LU4.4 Connections

Form a well-connected network which provides safe, direct and convenient access for all users, including pedestrians, bicycles, and automobiles, through site design for new development and redevelopment.

LU4.5 Block Length

Create a network of streets that is generally laid out in a grid pattern that features more street intersections and shorter block lengths in order to increase street connectivity and access. The text goes on to say that "Excessively long blocks and long local access residential streets result in fewer alternative routes for pedestrian and vehicle travel and generally result in increased vehicle speeds. Block lengths of approximately 250 to 350 feet on average are preferable, but should not exceed 600 feet in length (per Spokane Municipal Code).

PLANNING & DEVELOPMENT – PLANNING –

Good morning. We've reviewed the proposed vacations in comparison to the Comprehensive Plan, Downtown Plan, and related documents. We have the following comments:

Comprehensive Plan

Grid Pattern Streets-Land Use Policy LU 4.5 calls for a layout of grid streets in the City in order to provide for increased street connectivity and access. It goes on to say that block lengths should be between 250 to 350 feet long, and should not exceed 600 feet in length. Because the redevelopment of Riverfront Park has not incorporated an extension of North River Drive west of Washington Street, the loss of Cataldo Avenue would make the block 630 feet long on the east side. Furthermore, because Gardner Ave. is disconnected north of Dean Ave, the northern block is already more than 500 feet long.

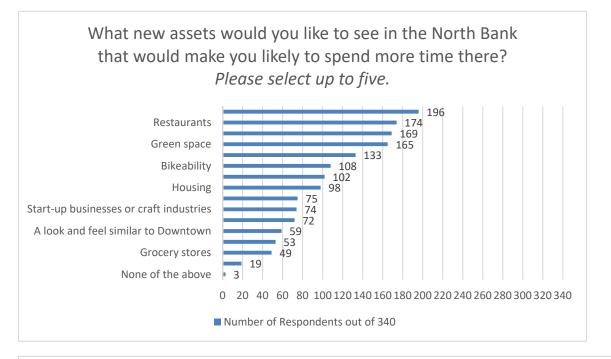
Avoid Cul-de-Sacs-Trans portation Policy TR 4.6 calls for well-connected internal transportation. The discussion goes on to call for avoiding culde-sacs and vacating streets. This proposal would result in two new culde-sacs in addition to a vacated street, both in apparent contravention of this policy.

Downtown Plan (Update Process)

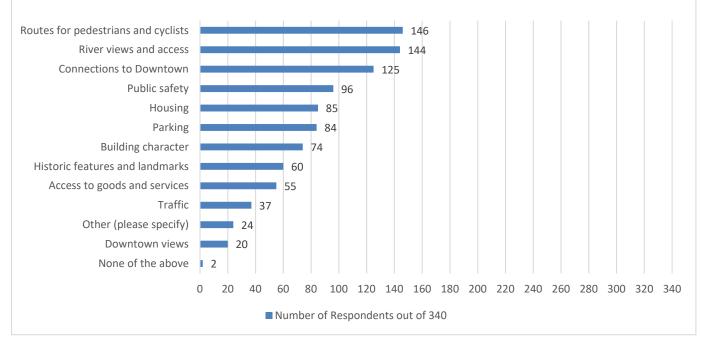
This last summer we held a short series of technical committee meetings to explore technical and operational issues downtown that could affect the Downtown Plan Update. During our discussion of the North Bank, including representatives of several major departments, local agencies such as STA and the Public Facilities District, many of the representatives expressed concern about the limited east-west connectivity in this part of the North Bank area. The proposed narrowing of Dean could result in incentive for eventual vacation of the full street, leaving no contiguous east-west routes through the North Bank between Boone Ave and the River.

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through this area. Questions 5 and 6 of the survey (noted in the graphs below) show that multimodal access and connections through downtown are vital concerns to residents. To view the full survey results, visit the webpage here: https://static.spokanecity.org/documents/blog/2019/04/05/north-bank-vision-survey-we-asked-you-told/north-bank-vision-survey-results.pdf.



What are the most pressing issues for the North Bank? *Please select up* to three.



Design Review Board Recommendations

Should Cataldo Avenue need to be vacated, the Design Review Board has the following recommendation in regards to connectivity:

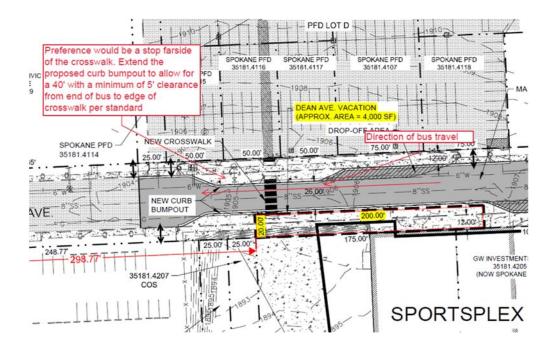
At the proposed bulb-outs, the design should allow for a large volume of people to simultaneously and safely cross Dean Avenue. We understand that the construction of the Sportsplex will likely require the vacation of Cataldo Avenue. However, we recommend that any vacation of Dean be postponed until designs for the Sportsplex are available for review and/or alternatives have been developed for narrowing the street while maintaining full connectivity.

POLICE DEPARTMENT – No comments

SPOKANE TRANSIT AUTHORITY - The parking lot to the north of the project serves as a park-and-ride for those who participate in the City Ticket program. City Ticket is a longstanding program (40+ years) to mitigate traffic congestion in the central business district. On an average weekday 274 parking spots are occupied.

The Route 11 Plaza Arena Shuttle operates in the westbound direction on Dean Ave. The travel way shown in the submitted plan is sufficient to continue operation on Dean Ave. However, congestion could be a concern. The left turn onto Dean Ave from Washington St may become problematic due to use by patrons of the Sportsplex. The Route 11 could be modified to operate on W Gardner Ave/Boy Scout Way should the PFD modify the street to accommodate buses.

STA requests that a bus stop serving the Sportsplex facility be installed as part of the development. Design standards for bus stops may be found at https://www.spokanetransit.com/projects-plans/bus-stop-design-standards. Should the Route 11 remain on Dean Ave the preferred location would be as shown below:



Designated pedestrian connections from the parking lots north of the Sportsplex to the Sportsplex and bus stop are requested.

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT – We have reviewed the proposal for Cataldo Sportsplex RW Vacation and the Street Department has a concern about the vehicles entering Cataldo Ave. From Howard St. being able to turn around to exit Cataldo Ave at Howard St. May require a Cul de Sac or Hammerhead.

WASTEWATER MANAGEMENT - The previous request had a new start MH being added in Cataldo west of the new building in what was supposed to be a cul-de-sac, that doesn't appear in this request. The cul-de-sac is gone and there is no mention of the new sanitary MH. We need that new manhole added with access for our large inspection and service trucks which means enough turn radius to get a truck in and out of there without backing into traffic on Howard.

The sanitary line in Dean is approximately 10-12' deep in the area next to the new building. As usual we would request that nothing be built within what would ordinarily be a 30' easement centered on the main. The request appears to account for that (26' of travel lane centered on the main with 12' sidewalks on each side) but we should stress that this is a requirement. If we ever had to dig that line up, structures close to it could be threatened. To that end the building footing should be an appropriate depth that it would not be undermined if digging up the sanitary line was necessary.

There are no apparent storm drainage structures like swales of drywells in the drawing provided with the request. Any impervious areas (parking, sidewalks, roof drains, etc) must have some sort of retention and treatment provided. We always state that the on site drainage be maintained and treated on site. Considering the size of the project and amount of impervious surface this is critical. Draining to city stormwater or sanitary assets is not permitted. The retention and treatment areas must meet Washington Dept of Ecology requirements. This likely means that geotech tests will be required and any UIC (Underground Injection Control) measures like drywells and tree boxes will need to be registered with DOE.

Provided all of these concerns are addressed, we have no objections to the vacation.

WATER DEPARTMENT - No comments

BICYCLE ADVISORY BOARD - No comments

RECOMMENDATIONS:

- 1. Based on documents submitted by the applicant, Staff recommends the fee be waived because of the public benefit of the project.
- 2. Final easements for City of Spokane, Comcast, and Avista must be established prior to final reading of this vacation ordinance.
- 3. Final reading of the vacation ordinance should not occur until the City Council has amended SMC 17C.124.035 to reflect the City Council's legislative authority to vacate rights-of-way appearing on the complete street map under appropriate circumstances, as determined by the City Council.
- 4. The existing water main in Cataldo Avenue will need to be disconnected where located under the new Sportsplex. Additional restraint is needed for the new dead-end lines. Upsizing of adjacent water facilities may be required to maintain fire flow.
- 5. The existing sewer main in Cataldo Avenue will need to be relocated to the west to be outside the footprint of the new Sportsplex.
- 6. The plans for termination and closure of right-of-way must be reviewed and accepted by Developer Services prior to the final reading of the vacation ordinance.
- 7. All stormwater runoff from vacated streets must be retained onsite in accordance with SMC 17D.060. The steep slopes at each end of Cataldo and extensive subsurface rock with minimal soil at these locations may make this requirement reasonably unachievable. Any runoff which cannot be retained on-site shall be approved by a variance. If a variance is submitted, it must be approved by Staff prior to the final reading of the vacation ordinance.
- 8. All street and utility work required as conditions of approval of this street vacation shall either be constructed or financially guaranteed for their construction prior to the final reading of the vacation ordinance.
- 9. A public route for bicycle, pedestrian and scooter use must be provided from the intersection of Howard/Cataldo to Washington/Cataldo, around the south side of the Sportsplex, connecting to the walkways on the west side of the building. This route should be wide enough for comfortable use by bicycles and scooters and be marked as the bike/ped route to the complex.

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10. Adequate emergency vehicle access shall be maintained to existing and future buildings.

Eldon Brown, P.E. Principal Engineer – Planning & Development City of Spokane Planning & Development Services 808 West Spokane Falls Blvd. Spokane, WA 99201-3343 (509) 625-6700

ORDINANCE NO. C35820

An ordinance vacating Cataldo Avenue, between the east line of Howard Street and the west line of Washington Street, along with portions of Dean Ave,

WHEREAS, a petition for the vacation of Cataldo Avenue, between the east line of Howard Street and the west line of Washington Street, along with the portions of Dean Ave has been filed with the City Clerk representing 90% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Cataldo Avenue, between the east line of Howard Street and the west line of Washington Street, is hereby vacated. Parcel number not assigned.

Section 2. That A portion of West Dean Avenue in the NE. ¹/₄ Section 18, Township 25 North, Range 43 East in the City of Spokane, Spokane County, Washington, being more particularly described below, is hereby vacated. Parcel number not assigned.

The South 10 feet of said West Dean Avenue lying adjacent to and north of lots 20 through 29 of block 6 in Keystone Addition per Plat recorded in Volume "A", Page 16 in Spokane County, Washington;

EXCEPT the west 21 feet adjacent to and North of said Lot 29 of said Block 6.

ALSO EXCEPT the east 7 feet adjacent to and North of said Lot 20 of said Block 6.

Section 3. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, Comcast and the City of Spokane to protect existing and future utilities.

Passed the City Council _____

Council President

Date: _____

Attest: _____ City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Effective Date:_____

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	10/9/2019
10/21/2019	Clerk's File #	FIN 2019-0001	
		Renews #	
Submitting Dept	FINANCE & ADMIN	Cross Ref #	
Contact Name/Phone	PAUL INGIOSI 625-6061	Project #	
Contact E-Mail	PINGIOSI@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Hearings	Requisition #	
Agenda Item Name	0410 - SET REVENUE HEARING		
Agenda Wording			

Setting public hearing on possible revenue sources for the 2020 Budget for October 28, 2019.

Summary (Background)

A city such as Spokane that collects a regular property tax levy must hold a public hearing on possible revenue sources for the 2020 current expense budget, including consideration of possible increases in property tax revenues (RCW 84.55.120). This hearing must be held before the meeting at which the City Council considers levy adoption. The property tax ordinance will be on the Council's November 11, 2019 agenda.

Fiscal I	mpact	Grant related?	NO	Budget Account	
		Public Works?	NO		
Select	\$			#	
Select	\$			#	
Select	\$			#	
Select	\$			#	
Approv	als_			Council Notifications	
Dept Hea	ad	HUGHES	, MICHELLE	Study Session	
Division	Director	BROWN	SKYLER	<u>Other</u>	
Finance		HUGHES	, MICHELLE	Distribution List	
Legal		DALTON	, PAT	lwilliams@spokanecity.org	
For the I	<u>Mayor</u>	ORMSBY	, MICHAEL	pingiosi@spokanecity.org	
Additio	nal App	rovals			
Purchas	ing				