

**Public Infrastructure, Environment & Sustainability Committee
Agenda for 1:15 p.m. Monday, November 28, 2022**

The Spokane City Council's Public Infrastructure, Environment & Sustainability Committee meeting will be held at **1:15 p.m. on November 28, 2022**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2491 952 4023; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Public Infrastructure, Environment & Sustainability Committee meeting is regularly held every 4th Monday of each month at 1:15 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken. No public testimony will be taken, and discussion will be limited to appropriate officials and staff.

AGENDA ATTACHED

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 509.625.6237, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mpiccolo@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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1

1 - Call to Order

2 - Approval of Minutes

Approval of October 24, 2022, PIES Meeting Minutes

| For Decision

Attachments

[pies-minutes-2022-10-24_Draft.docx](#)

STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment, and Sustainability (PIES) Committee
October 24, 2022

Call to Order: 1:15 p.m.

Recording of the meeting may be viewed here: <https://vimeo.com/763551404>

Attendance

Committee Members Present:

CM Kinnear (Chair), CM Bingle (Vice Chair – arrived at 1:18 p.m.), CP Beggs (virtual), CM Stratton (arrived at 1:16 p.m.), CM Cathcart (arrived at 1:16 p.m), CM Wilkerson and CM Zappone.

Staff/Others Present:

Marlene Feist, Hannahlee Allers, Garrett Jones, Katherine Miller, Lauren Beattie, Kirstin Davis, Lynden Smithson, Justin Lundgren, David Steele, Michelle Murray, Clint Harris, Mike Piccolo, Tom Williams Collin Tracy, Kelly Thomas, Elizabeth Van Den Berg, Kelly Thomas, Mark Carlos, Jeff Gunn, Jacqui MacConnell, and Nicolette Ocheltree.

Approval of Minutes

- Action taken
CM Wilkerson moved to approve the minutes of the September 26, 2022 meeting; the motion was seconded by CM Cathcart. The minutes were approved 6-0 (Bingle absent).

Agenda Items

Discussion items

1. Managerial & Professional Association Collective Bargaining Agreement 2022-2026 – Garrett Jones
 - Action taken
Presentation and discussion only, no action was taken.
2. Lieutenants and Captains Association Collective Bargaining Agreement 2022 – Mike Piccolo
 - Action taken
Presentation and discussion only, no action was taken.
3. Resolution Affirming the Use and Importance of Dams – CM Bingle
 - Action taken
CM Bingle and CM Cathcart agreed to sponsor this item to move forward for formal Council consideration.

4. SREC Dispatch Ordinance – CP Beggs
 - Action taken
CP Beggs and CM Kinnear agreed to sponsor this item to move forward for formal Council consideration.
5. Police SBO for 8 Police Radio Dispatcher I FTE Positions – Justin Lundgren
 - Action taken
CM Kinnear and CM Bingle agreed to sponsor this item to move forward for formal Council consideration.
6. Police Academy Restroom ADA Upgrade & Remodel – David Steele
 - Action taken
Presentation and discussion only, no action was taken.
7. SBO for Hotel/Motel Tax Fund – Michelle Murray
 - Action taken
CM Wilkerson and CM Stratton agreed to sponsor this item to move forward for formal Council consideration.
8. Report on breakdown of Street Maintenance Projects Accomplished by City Employees and those Accomplished by Outside Contractors – Katherine Miller and Clint Harris
 - Action taken
Presentation and discussion only, no action was taken.
9. SREC Local 29 Letter of Agreement & SBO for Fire Dispatch Transitional Costs – Mike Piccolo
 - Action taken
CM Kinnear and CM Bingle agreed to sponsor this item to move forward for formal Council consideration.
10. Contract for Trent Street Shelter – Restrooms, Showers, Laundry, and Pod Design – David Steele
 - Action taken
Presentation and discussion only, no action was taken.
11. MOU between City of Spokane and SREC – Lynden Smithson
 - Action taken
Presentation and discussion only, no action was taken.

Consent items

1. Contract for Water Department – Campus Master Plan, Schematic Building Layout (Facilities)
2. Riverside Sidewalk – Grant to Sherman Admin Reservoir Increase (Engineering)
3. Contract for City Hall Roof Removal and Replacement (Facilities)
4. Registered Sex Offender FY22 Grant & SBO (SPD)
5. Fleet Services Interfund Fuel SBO (Fleet)
7. Agreement with Spokane Arts for Street Mural and Community Crosswalk Programs (ONS)
7. Onsite Chlorine Feasibility Study (Integrated Capital Management)
8. Consolidated Homeless Contract Amendment (CHHS)

9. Council Confirmation of Mayoral Appointee – Director of Neighborhood, Housing and Human Services (NHHSD)
10. SBO - Treasury Emergency Rental Assistance 1.0 Reallocation (CHHS)
11. ERAP 2.0 Contract Amendments for Additional Funding (CHHS)
12. SBO - Eviction Rent Assistance Program 2.0 (CHHS)
13. Ice Kicker Purchase (Streets)
14. Road Salt Value Blanket Renewal (Streets)
15. Local 270 Labor Agreement – Retroactive Wages & Wage Increase SBO (Finance)
16. 2022 Comprehensive Plan Amendments (Planning)
17. ~~Contract Amendment/Extension for Transportation and Disposal of Ash and Bypass Waste from the WTE (Solid Waste Disposal) – Removed from the agenda~~
18. Desiccant Air Dryer Purchase for the WTE (Solid Waste Disposal)
19. Purchase of a Rotary Screw Compressor for the WTE (Solid Waste Disposal)
20. Value Blanket Renewal for Compressor Rentals at the WTE (Solid Waste Disposal)
21. Value Blanket Renewal for OEM Bridge Crane Replacement Parts (Solid Waste Disposal)
22. Contract Renewal for Preventative Maintenance/Inspections on the Bridge Cranes at the WTE (Solid Waste Disposal)
23. Contract Renewal for Crane, Hoist, Trolley and Lifeline Preventative Maintenance and Inspections at the WTE (Solid Waste Disposal)
24. Contract Renewal for Offsite Grapple Repairs for the WTE (Solid Waste Disposal)
25. Contract Renewal for Offsite Rebuild of Hydraulic and Pneumatic Cylinders for the WTE (Solid Waste Disposal)
26. Value Blanket Renewal for the Purchase of Hydrochloric Acid (Solid Waste Disposal)
27. Contract Renewal for Boiler Blasting Services at the WTE (Solid Waste Disposal)

Executive session

None.

Adjournment

The meeting adjourned at 2:07 p.m.

Prepared by:

Hannahlee Allers, Council Office Director

Approved by:

CM Lori Kinnear

DRAFT

3 - Discussion Items

4 - Historic Landmarks Commission Interview - 5 min

Interview of Chris Noll for the Archaeologist position on the Historic Landmarks Commission. Chris' appointment is on Council's 11/28 Legislative Agenda for consideration.

| For Discussion

5 - Streets - Cedar Road Speed Zone Change - 10 min

Harris, Clint E.

A proposed resolution reducing the speed limit on Cedar Road

| For Discussion

Attachments

[Cedar Speed Zone change Briefing Paper \(003\).docx](#)

[Resolution 2022_ \(006\) Cedar Speed Limit.docx](#)

Committee Agenda Sheet [PIES]

| | |
|---|--|
| Submitting Department | Streets |
| Contact Name & Phone | Clint Harris – 509-625-7744 |
| Contact Email | ceharris@spokanecity.org |
| Council Sponsor(s) | Lori Kinnear |
| Select Agenda Item Type | Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Time Requested: _____ |
| Agenda Item Name | Cedar Road Speed Reduction |
| Summary (Background) | <p>A proposed resolution reducing the speed limit on Cedar Road, from 45 mile per hour (mph) to 35 miles per hour (mph) from the Cheney-Spokane Road intersection to the south city limits.</p> <ul style="list-style-type: none"> • <i>The adjacent land use has changed from vacant farm land to residential single family</i> • <i>The new land use at this location becomes predominately residential and more consistent with this reduced speed limit</i> • <i>The traffic revisions at that location were designed for the 35 mph Speed Limit</i> • <i>Street Department will prepare, install, and amend such signing as is required to carry out the foregoing provisions and the new speed limit shall become effective when posted AND the City of Spokane Street Department will take over maintenance of the signs after installation</i> |
| Proposed Council Action & Date: | Approval of Ordinance, PIES 9/26/22 |
| Fiscal Impact: | |
| Total Cost: | |
| Approved in current year budget? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Specify funding source: | |
| Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A | |

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

RESOLUTION NO. 2022- _____

A resolution reducing the speed limit on Cedar Road, from 45 mile per hour (mph) to 35 miles per hour (mph) from the Cheney-Spokane Road intersection to the south city limits.

WHEREAS, the City of Council of Spokane, pursuant to RCW 35.22.280 (7), RCW 46.61.400, and RCW 41.61.415, has the authority to regulate and control the use of streets and to establish speed limits; and

WHEREAS, the existing speed limit on Cedar Road is forty five (45) miles per hour; and

WHEREAS, the adjacent land use has changed from vacant farm land to residential single family; and

WHEREAS, the new land use at this location becomes predominately residential and more consistent with this reduced speed limit;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Spokane:

That the speed limit on Cedar Road between the intersection with Cheney-Spokane Road and the south city limits be reduced from 45 mph to 35 mph.

BE IT FURTHER RESOLVED that the City of Spokane, Street Department will prepare, install, and amend such signing as is required to carry out the foregoing provisions and the new speed limit shall become effective when posted AND the City of Spokane Street Department will take over maintenance of the signs after installation

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effect

6 - Conservation Ordinance Communication Recap - 15 min

Zimmer, Kristen

Conservation and Drought Response Measures Ordinance was adopted this irrigation season and staff is providing a recap of communication efforts made to date and plans for the next year.

| For Discussion

Attachments

[WATER CONSERVATION ORDINANCE_Briefing Paper Template_2022.docx](#)

Committee Agenda Sheet

PIES

| | |
|---|---|
| Submitting Department | Water & Hydroelectric Services |
| Contact Name & Phone | Kristen Zimmer 509-625-6573 |
| Contact Email | kzimmer@spokanecity.org |
| Council Sponsor(s) | CM Kinnear |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 mins |
| Agenda Item Name | Conservation Ordinance Communication Recap |
| Summary (Background) | Conservation and Drought Response Measures Ordinance was adopted this irrigation season and staff is providing a recap of communication efforts made to date and plans for the next year. |
| Proposed Council Action & Date: | Discussion 11-28-2022 |
| Fiscal Impact: | |
| Total Cost: | |
| Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | |
| Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Specify funding source: | |
| Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? n/a | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? n/a | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? n/a | |

7 - Update on Assistance to Utility Bill Customers & ARPA request - 10 min

Feist, Marlene

Public Works would like to update Council on our approach to managing utility bill delinquencies following the pandemic. This approach builds on the money received from the Department of Commerce and focuses on customers with the greatest need.

| For Discussion

Attachments

[Utility support briefing paper 11-16-22.docx](#)

[utility bill prioritization 11-16-22 .docx](#)

Committee Agenda Sheet

Public Infrastructure Environmental Sustainability (PIES) Committee

| | |
|--|---|
| Submitting Department | Public Works Division |
| Contact Name & Phone | Marlene Feist (509) 625-6505 |
| Contact Email | mfeist@spokanecity.org |
| Council Sponsor(s) | Council Member Kinnear |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>10 mins</u> |
| Agenda Item Name | Update on Assistance to Utility Bill Customers |
| Summary (Background) | <p>Public Works has been working to assist utility bill customers with delinquent accounts following the Covid-19 pandemic. The Division is seeking ARPA funding in the amount of \$4.4 million to \$4.9 million to assist a variety of customers who are low income and suffered hardship as a result of the pandemic.</p> <p>This would complement \$1.88 million in grant funding from the Washington state Department of Commerce.</p> <p>Traditionally, the number of past-due accounts is very small and represents an equally small proportion of monies billed. Today, more than 8,600 residential customers are behind in their City utility bills with total outstanding amounts of nearly \$8 million. Total customers with past-due amounts (residential and commercial) is about 9,150.</p> <p>Since the start of the pandemic, Public Works has worked to assist customers through its U-Help program, a fund-raising effort to increase available U-Help funds, procurement of a grant to provide bill assistance, promotion of LIHWAP and rental assistance dollars that could be used for utility payments, availability of no-interest payment plans, applying for Commerce funds, and seeking ARPA assistance.</p> <p>Public Works has a number of goals related to its work to address pandemic-related delinquencies:</p> <ul style="list-style-type: none"> • Reduce the number of households facing housing insecurity due to accumulated bills. • Reduce the number of households sent to collections for past-due bills. • Reduce the number of households facing water utility shutoffs. • Reduce the negative health impacts of prolonged stress due to negative pandemic impacts. |
| Proposed Council Action & Date: | Approve an SBO to allow for ARPA funding to assist utility customers with delinquent accounts following the pandemic. Possible action on Dec. 12, 2022. |
| Fiscal Impact: Total Cost: \$4.4 million to \$4.9 million Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A | |

Funding Source One-time Recurring
Specify funding source: Dept of Commerce grant

Expense Occurrence One-time Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. Funding will support customers with lower incomes and those who suffered hardship during the COVID-19 pandemic.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work is consistent with efforts to provide COVID emergency support for Spokane Citizens and Utility Customers.

Utility Bill Delinquencies Application of Funding

Rev. 11/16/2022

| Customers | # of Customers | Timeframe | Dollar Amount | Funding Source |
|---|---|---------------------------------------|--|----------------------------------|
| Pre-qualified customers (LIHEAP, LIHWAP, U-Help, senior/disabled discounts, possibly payment plans & T-Rap utility support) | 2,340 | March 2020 – December 2021 | \$1.88 M | Department of Commerce |
| Pre-qualified customers (LIHEAP, LIHWAP, U-Help, senior/disabled discounts, possibly payment plans & T-Rap utility support) | (Same 2,340 as above) | To 30-day Balance | \$1,090,000 | ARPA Request |
| Customers in Qualified Census Tracts (Res. Only) | 1,850 | March 2020 To 30-Day past due balance | \$1,800,000 | ARPA Request |
| Customers who qualified for T-RAP but only received rental dollars | TBD (Unknown – may be 500 or more) | March 2020 to 30-Day past due balance | Estimate \$250,000 to \$500,000 | ARPA Request |
| Customers who can show need amongst remaining customers | TBD (Subset of Remaining Delinquencies) | March 2020 to 30-Day past due balance | \$1 million available through SNAP; distributed on a first-come, first-serve basis | ARPA Request |
| Business customers showing hardship | TBD | March 2020 to 30-Day past due balance | Estimate \$250,000 to \$500,000 – Would need a third part provider | ARPA Request |
| Remaining Delinquencies | Est. 2,000 to 3,000 | March 2020 to 30-Day past due balance | \$2.5 M to \$3 M (if all ARPA monies could be spent on eligible accounts) | Collections process & write offs |

Total Outstanding Delinquencies = About \$9.3 M

Total ARPA Request per this document = \$4.4 million to \$4.9 M

Total Commerce funding = \$1.88 M

Remaining Balance = \$2.5 million to \$3.0 million

Total Customers with Delinquent Balances = 9,150

Customers helped with Pre-Qualified & QCTs = About half

8 - SBO to Adjust Year-End Appropriation Authority - 5 min

Miller, Jacob

This SBO addresses Funds where actual expenses may exceed expenditure authority as we approach the end of the fiscal year.

| For Discussion

Attachments

[Year-End Adjustment SBO Briefing Paper FINAL.docx](#)

[Year-End Adjustment SBO FINAL.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability Committee

| | |
|---|---|
| Submitting Department | Finance |
| Contact Name & Phone | Jacob Miller x6421 |
| Contact Email | jmiller@spokanecity.org |
| Council Sponsor(s) | Council President Beggs |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5:00 |
| Agenda Item Name | SBO to Adjust Year-End Appropriation Authority |
| Summary (Background) | <p>Management and Budget staff compared 2022 budget appropriation versus actual expenditures at the fund level through October 2022. Funds that were projected to exceed their budgeted amounts by year-end, based on prior year spending patterns, were identified. Staff reached out to the accounting team members responsible for those identified funds to compare projections and solicit feedback.</p> <p>Of the 19 funds identified as potentially exceeding their budget authority, staff recommends increasing the expenditure appropriation levels for only one fund.</p> <p>Staff recommends increasing the expenditure appropriation levels for the General Obligation Bond Redemption Fund (Fund 2100) by \$663,628 for interest expenses that are anticipated to exceed the current budgeted amount.</p> |
| Proposed Council Action & Date: | <p>Approval of this Special Budget Ordinance in order to increase the appropriation level of funds at the end of the fiscal year.</p> <p>December 12, 2022</p> |
| <p>Fiscal Impact: Total Cost: <u>\$ 663,628</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Unappropriated fund balance (General Obligation Bond Fund) Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.): N/A</p> | |

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

ORDINANCE NO _____

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the General Obligation Bond Redemption Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase the appropriation by 663,628.
- A) Of the increased appropriation, \$663,128 is provided solely for interest expenses on debt that are anticipated to exceed budgeted amounts.
- B) Of the increased appropriation, \$500 is provided solely for interest expenses on taxpayer refunds that are anticipated to exceed budgeted amounts.
- C) The increased appropriation is funded by the General Obligation Bond Redemption Fund's unappropriated fund balance.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust appropriation authority in the General Obligation Bond Redemption Fund, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

9 - Discussion on Park/Hospital Speed Zones - 10 min

***Beggs, Breean,
Harris, Clint E.***

New State legislation approved the use of speed cameras around parks and hospitals. Council's pilot program regarding park speed limits on arterials bordering parks demonstrated significant speeding near parks, but that speed limit signs alone did not sufficiently slow down speeding drivers. Newly authorized speed camera enforcement tools warrant a conversation among CMs and City Staff regarding the best way to slow down drivers near parks and hospitals now that the Spokane Police Department has disbanded its dedicated traffic enforcement unit.

| For Discussion

Attachments

[Park Speed Limit Briefing Paper.blb.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

| | |
|---|--|
| Submitting Department | City Council |
| Contact Name & Phone | CP Beggs |
| Contact Email | bbeggs@spokanecity.org |
| Council Sponsor(s) | CP Beggs |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 |
| Agenda Item Name | Discussion on Park/Hospital Speed Zones |
| Summary (Background) | New State legislation approved the use of speed cameras around parks and hospitals. Council’s pilot program regarding park speed limits on arterials bordering parks demonstrated significant speeding near parks, but that speed limit signs alone did not sufficiently slow down speeding drivers. Newly authorized speed camera enforcement tools warrant a conversation among CMs and City Staff regarding the best way to slow down drivers near parks and hospitals now that the Spokane Police Department has disbanded its dedicated traffic enforcement unit. |
| Proposed Council Action & Date: | Council is soliciting nominations from Neighborhood Councils, schools and hospitals on requested locations for newly authorized speed cameras. Conversation at committee will lead to future camera placements in 2023 and 2024. |
| Fiscal Impact: N/A Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? N/A – no particular legislation is being proposed at this time | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – no particular legislation is being proposed at this time | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A – no particular legislation is being proposed at this time | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? | |

N/A – no particular legislation is being proposed at this time

10 - Forensic Fire/Police Overtime Report - 5 min

Wallace, Tonya

Present findings from 2019-2021 Forensic Audit on Fire/Police OT conducted by Preston CPA

| For Discussion

Attachments

[Preston Forensic Audit Breifing Paper.docx](#)

Committee Agenda Sheet

Public Infrastructure Environment and Sustainability

| | |
|---|---|
| Submitting Department | Finance & Administration |
| Contact Name & Phone | Tonya Wallace 509-625-6845 |
| Contact Email | twallace@spokanecity.org |
| Council Sponsor(s) | CM Kinnear |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 |
| Agenda Item Name | 0410 – Forensic Fire/Police OT Report |
| Summary (Background) | Will be presenting the final report from Preston CPA on the Forensic Audit that was done for the Fire and Police OT from 2019-2021. |
| Proposed Council Action & Date: | No Action required |
| Fiscal Impact: | |
| Total Cost: | |
| Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A | |
| Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Specify funding source: | |
| Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? N/A – This is a discussion item – Presenting findings | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – This is a discussion item – Presenting findings | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A – This is a discussion item – Presenting findings | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A – This is a discussion item – Presenting findings | |

11 - Public Safety Overtime SBOs - 5 min

Beggs, Breean

Both of these SBOs were discussed at Finance on 11/21 but are being brought forward again through the ARPA process.

| For Discussion

Attachments

[Briefing Paper - Public Safety Overtime SBOs.docx](#)

[Police Uniform Overtime ARPA SBO.docx](#)

[Revised Fire Uniform Overtime ARPA SBO.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

| | |
|--|--|
| Submitting Department | City Council |
| Contact Name & Phone | CP Beggs |
| Contact Email | bbeggs@spokanecity.org |
| Council Sponsor(s) | CP Beggs, CM Wilkerson, CM Zappone |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min |
| Agenda Item Name | Public Safety Overtime SBOs |
| Summary (Background) | <p>Both of these SBOs were discussed at Finance on 11/21 but are being brought forward again through the ARPA process.</p> <p>Based on actual costs and revenues and projections through the remainder of the fiscal year, the overall net funding need is \$3.7 million for Fire and \$2.5 million for Police.</p> <p>Uniform overtime is projected to be approximately \$9 million, nearly \$6.4 million over the budgeted amount. Savings in other accounts, such as wages from vacant positions, will help cover the overage.</p> |
| Proposed Council Action & Date: | Will file for Council consideration on 12/12 |
| Fiscal Impact: | <p>Total Cost: <u>\$6,200,000</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: ARPA under the Revenue Replacement category</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> |
| Operations Impacts | <p>What impacts would the proposal have on historically excluded communities? NA</p> <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA</p> <p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? NA</p> <p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? NA</p> |

ORDINANCE NO _____

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the American Rescue Plan Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase the appropriation by \$2,500,000.
- A) Of the increased appropriation, \$2,500,000 is provided solely for uniformed overtime in the Police department.

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

Passed the City Council _____

Council President

Attest: _____

City Clerk

Approved as to form: _____

Assistant City Attorney

Mayor

Date

Effective Date

ORDINANCE NO _____

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the American Rescue Plan Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase the appropriation by \$3,700,000.
- A) Of the increased appropriation, \$3,700,000 is provided solely for uniformed overtime in the Fire department.

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

Passed the City Council _____

Council President

Attest: _____

City Clerk

Approved as to form: _____

Assistant City Attorney

Mayor

Date

Effective Date

12 - Consent Items

13 - RPWRF Membrane Pilot Room Feed Pump

Brown, Frederick

| For Information

Attachments

[RPWRF-Briefing Paper Pilot Feed Pumps - fb.pdf](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability

| | |
|---|--|
| Submitting Department | |
| Contact Name & Phone | |
| Contact Email | |
| Council Sponsor(s) | |
| Select Agenda Item Type | Consent Discussion Time Requested: _____ |
| Agenda Item Name | |
| Summary (Background) | |
| Proposed Council Action & Date: | |
| Fiscal Impact: Total Cost: Approved in current year budget? Yes No N/A Funding Source One-time Recurring Specify funding source: Expense Occurrence One-time Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |

Operations Impacts

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

14 - Streets - Road Salt

Harris, Clint E.

Street Department Road Salt Purchasing Authorization

| For Information

Attachments

[Street Dept. Briefing Paper PIES 11-28-22 Road Salt.docx](#)

Committee Agenda Sheet [PIES COMMITTEE]

| | |
|--|---|
| Submitting Department | Streets |
| Contact Name & Phone | Clint Harris 509-625-7744 |
| Contact Email | ceharris@spokanecity.org |
| Council Sponsor(s) | Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | 1100 – Street Department Road Salt |
| Summary (Background) | <p>The Street Department is seeking approval for the to purchase Road Salt at a cost not to exceed \$140,000 using State Contract pricing from State Contract 11021.</p> <p>This material is used by the street department during the winter months to aid in snow and ice removal. It is primarily mixed with sand and used on sanding routes. Salt Distributors Inc. is the supplier.</p> <p>This is a re-submission following an October PIES item that was presented with incorrect contract information.</p> |
| Proposed Council Action & Date: | PIES Consent Agenda Approval 11/28/22 |
| Fiscal Impact: Total Cost: <u>140,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? <u>N/A</u> | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <u>N/A</u> | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <u>N/A</u> | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? <u>N/A</u> | |

15 - Streets - Perforated Steel Tubes

Harris, Clint E.

Authorization Request for the purchase of Streets Steel Tube Material

| For Information

Attachments

[Street Dept. Briefing Paper PIES 11-28-22 Perforated Steel Tubes.docx](#)

Committee Agenda Sheet [PIES COMMITTEE]

| | |
|---|---|
| Submitting Department | Streets |
| Contact Name & Phone | Clint Harris 509-625-7744 |
| Contact Email | ceharris@spokanecity.org |
| Council Sponsor(s) | Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | 1100 – Street Department Perforated Steel Tubes |
| Summary (Background) | <p>The Street Department is seeking approval to purchase perforated square steel tubing from Traffic Safety Supply Company at a cost not to exceed \$90,000.00</p> <p>This perforated square steel tubing is used for the mounting of City signs during new installations as well as for repairs and replacements of existing infrastructure. Purchases will be made using value blanket pricing.</p> |
| Proposed Council Action & Date: | PIES Consent Agenda Approval 11/28/22 |
| Fiscal Impact: Total Cost: <u>90,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? <u>N/A</u> | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <u>N/A</u> | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <u>N/A</u> | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? <u>N/A</u> | |

16 - SWD-Vacuum Support Services

Paine, David

Contract renewal for vacuum support services at the WTE Facility.

| For Information

Attachments

[Briefing Paper-Big Sky 2023.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

| | |
|--|--|
| Submitting Department | Solid Waste Disposal |
| Contact Name & Phone | David Paine, 625-6878 |
| Contact Email | dpaine@spokanecity.org |
| Council Sponsor(s) | CM Lori Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Contract renewal for vacuum support services at the WTE |
| Summary (Background) | <p>During maintenance outages at the WTE Facility, sandblasting is done throughout the boiler to clean the surface of the tubes. Vacuum support services are needed for vacuuming the sandblast sand and cleanup of various levels after sandblasting is complete. Also required is the vacuuming of sump and water jet transfer line in the ash house and vacuuming of the carbon room and overflow areas, as well as water wash of air-cooled condensers. All work must be done with no vacuum exhaust being released outside the building. All vacuum materials will be disposed on site at the Waste to Energy facility.</p> <p>On September 30, 2019 bidding closed on PW ITB 5098-19 for these services and Big Sky Industrial of Spokane, WA was the only response received. The initial contract was for \$110,000.00 including tax, from January 1, 2020 through December 31, 2020 with the option of four (4) additional one-year renewals. This will be the third renewal from January 1, 2023 through December 31, 2023 with an additional cost not to exceed \$150,000.00 including tax. Rates have been increased between 10-40% for this renewal due to rising costs.</p> |
| Proposed Council Action & Date: | Consent to proceed with value blanket renewal on 11/28/2022 |
| Fiscal Impact: Total Cost: <u>\$150,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This need is part of the typical support requirement for the safe and effective Operation and Maintenance of the COS WTE. This cost is captured in our annual budget. This support efforts related to our CIP and the SAP.

17 - SWD-Analytical Testing Services

Paine, David

Contract renewal for analytical testing services at the WTE Facility.

| For Information

Attachments

[Briefing Paper-Eurofins.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

| | |
|---|---|
| Submitting Department | Solid Waste Disposal |
| Contact Name & Phone | David Paine, 625-6878 |
| Contact Email | dpaine@spokanecity.org |
| Council Sponsor(s) | CM Lori Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Contract renewal for analytical testing services at the WTE |
| Summary (Background) | <p>The Waste to Energy Facility’s environmental permits and regulations require routine testing of ash and residues remaining after the combustion process. Also, waste generated through facility operations, as well as soil and water from the facility’s storm water swales requires designation.</p> <p>On Sep. 13, 2019, bidding closed on IRFP 5152-19 for analytical testing services for ash, hazardous waste determinations and storm/swale water and soil testing. Test America was the winning bidder and awarded a one-year contract with the possibility of four (4) additional one-year renewals and an annual cost not to exceed \$39,000.00 including tax. In 2022, the contract was assigned to Eurofins Environment Testing Northwest, LLC. due to a change of ownership.</p> <p>This will be renewal #3 of 4 for analytical testing services and will run from November 1, 2022 through October 31, 2023 with an annual cost not to exceed \$35,000.00 including taxes. Due to the lifetime value of the contract, which is now \$161,000.00, this contract will require City Council approval.</p> |
| Proposed Council Action & Date: | Consent to proceed with contract renewal on 11/28/22. |
| Fiscal Impact: Total Cost: <u>\$35,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring | |

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This need is part of the typical support requirement for the safe and effective Operation and Maintenance of the COS WTE. This cost is captured in our annual budget. This support efforts related to our CIP and the SAP.

18 - SWD-Superheater Tube Purchase

Paine, David

Value blanket for the purchase of superheater tubes at the WTE Facility.

| For Information

Attachments

[Briefing Paper-Helfrich Superheater Tubes VB.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

| | |
|--|---|
| Submitting Department | Solid Waste Disposal |
| Contact Name & Phone | David Paine, 625-6878 |
| Contact Email | dpaine@spokanecity.org |
| Council Sponsor(s) | CM Lori Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Value blanket for the purchase of superheater tubes at the WTE |
| Summary (Background) | <p>The superheater section of a boiler increases the temperature of the steam and dries it out; increasing the amount of energy realized in the turbine generator. High temperatures, corrosion, and erosion in the boiler causes wear on the boiler tubes, requiring periodic replacement. This periodic replacement is currently scheduled in the six year capital plan for the secondary superheater replacement in 2023 and the primary superheater replacement in 2025.</p> <p>On October 24, 2022, bidding closed on ITB 5754-22 for the fabrication of these superheater tube panels. There were two responses to the bid, of which Helfrich Brothers Boiler Works, Inc., of Lawrence, MA was the lowest cost responsible bidder.</p> <p>This will be a one-year value blanket, with the possibility of four (4) additional one-year renewals for the off-site fabrication of these tubes with delivery required on or before October 30, 2023. The installation of these tubes will be bid out separately. The total cost of the value blanket will be \$1,663,596.15, including tax and delivery and will span from Dec. 15, 2022 through Dec. 14, 2023.</p> |
| Proposed Council Action & Date: | Consent to proceed with VB award on 11/28/22. |
| Fiscal Impact: Total Cost: <u>\$1,663,596.15</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This need is part of the typical support requirement for the safe and effective Operation and Maintenance of the COS WTE. This cost is captured in our annual budget. This support efforts related to our CIP and the SAP.

19 - SWD-Metals Recycling Service

Paine, David

Contract renewal for scrap metal and metal ash recycling at the WTE Facility.

| For Information

Attachments

[Briefing Paper-American Recycling 2023.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

| | |
|---|---|
| Submitting Department | Solid Waste Disposal |
| Contact Name & Phone | David Paine, 625-6878 |
| Contact Email | dpaine@spokanecity.org |
| Council Sponsor(s) | CM Lori Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Contract renewal for metals recycling at the WTE |
| Summary (Background) | <p>At the Waste to Energy Facility, ferrous metals are removed from the ash for recycling prior to disposing of the ash at the landfill. Also, large metal items are removed from the waste on the tipping floor for recycling prior to incineration. This not only reduces disposal costs, but also generates revenue and increases recycling rates within the city.</p> <p>On November 4, 2019 bidding was closed to RFP 5176-19 for the processing, transportation and purchase of the WTEF metals. American Recycling Corporation of Spokane Valley, WA, was the only response received. The RFP stipulated that the term of the agreement would be for one year from January 1, 2020 through December 31, 2020 and may be renewed for four (4) additional one-year periods. This will be the third renewal from January 1, 2023 through December 31, 2023. The revenue received for the materials is determined by a formula based on market prices on the 15th of the previous month. This contract renewal will also be amended to include a 30% ash weight deduction per incinerator load and a deduction price increase of \$85/ton, up from \$65/ton, on incinerator scrap, for use in the Buy Price Quote. Based on recent market trends, it is anticipated that this should generate approximately \$300,000.00 in annual revenue.</p> |
| Proposed Council Action & Date: | Consent to proceed with contract renewal on 11/28/22. |
| Fiscal Impact: Total Cost: <u>\$300,000.00</u> Revenue Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)Revenue generatingh | |

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This need is part of the typical support requirement for the safe and effective Operation and Maintenance of the COS WTE. This cost is captured in our annual budget. This support efforts related to our CIP and the SAP.

20 - SWD-Activated Carbon Purchase

Paine, David

Value blanket renewal for the purchase of activated carbon for the WTE Facility.

| For Information

Attachments

[Briefing Paper-Cabot Carbon VB 2023.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

| | |
|--|--|
| Submitting Department | Solid Waste Disposal |
| Contact Name & Phone | David Paine, 625-6878 |
| Contact Email | dpaine@spokanecity.org |
| Council Sponsor(s) | CM Lori Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Value blanket renewal for the purchase of activated carbon at the WTE. |
| Summary (Background) | <p>Activated Carbon is required in the operation of the WTE Facility. The Air Operating Permit for the WTE Facility requires that the pollution control equipment reduces mercury, dioxins and furans that could potentially be released into the atmosphere. Activated Carbon injected into the flue gas aids in this reduction and is required to maintain compliance with Title V of the Air Operating Permit. On November 16, 2021 bidding closed on RFQ 5541-21 to procure activated carbon for use in the WTE facility. Two bids were received and Cabot Norit Activated Carbon of Marshall, TX, was selected as the lowest cost bidder.</p> <p>The initial term of the value blanket was for one (1) year with the possibility of four (4) one-year renewals; from January 1, 2022 through December 31, 2022 with a cost not to exceed \$100,000.00 including tax. This will be the first of the allowed renewals, from January 1, 2023 through December 31, 2023 with an anticipated cost not to exceed \$105,000.00 excluding tax. Pricing for this term will increase from \$1.14/lb to \$1.19/lb.</p> |
| Proposed Council Action & Date: | Consent to proceed with value blanket renewal on 11/28/2022. |
| Fiscal Impact: Total Cost: <u>\$105,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This need is part of the typical support requirement for the safe and effective Operation and Maintenance of the COS WTE. This cost is captured in our annual budget. This support efforts related to our CIP and the SAP.

21 - SWD-Variable Frequency Drive (VFD) Purchase

Paine, David

Value blanket for the purchase of variable frequency drives for the WTE Facility.

| For Information

Attachments

[Briefing Paper-Dykman VFD VB.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

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|--|--|
| Submitting Department | Solid Waste Disposal |
| Contact Name & Phone | David Paine, 625-6878 |
| Contact Email | dpaine@spokanecity.org |
| Council Sponsor(s) | CM Lori Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Value blanket for the purchase of variable frequency drives (VFD) for the WTE. |
| Summary (Background) | <p>These drives will support replacement efforts for the Boiler Induction Draft Fans, Primary and Secondary Air Fans.</p> <p>On October 27, 2022 bidding closed on RFQ 5760-22 for the as-needed purchase of these variable frequency drives. Three responses were received; Dykman (Spokane Valley, WA), Maktoum Supplier (QC, Canada) and Pro-Line Procurement Services LLC. (Jacksonville, FL). Dykman was selected as the low cost bidder. The initial value blanket award will be for one year with the possibility of four (4) additional one-year renewals. The term will be from December 15, 2022 through December 14, 2023 with an annual cost not to exceed \$70,100.00 plus tax.</p> |
| Proposed Council Action & Date: | Consent to proceed with value blanket award on 11/28/22. |
| Fiscal Impact: Total Cost: <u>\$70,100.00 plus tax</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This need is part of the typical support requirement for the safe and effective Operation and Maintenance of the COS WTE. This cost is captured in our annual budget. This support efforts related to our CIP and the SAP.

22 - SWD-Water Storage Tank Rentals

Paine, David

Contract amendment for the rental of water storage tanks at the WTE Facility.

| For Information

Attachments

[Briefing Paper-United Rentals.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

| | |
|--|--|
| Submitting Department | Solid Waste Disposal |
| Contact Name & Phone | David Paine, 625-6878 |
| Contact Email | dpaine@spokanecity.org |
| Council Sponsor(s) | CM Lori Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Contract amendment with cost for tank rentals at the WTE |
| Summary (Background) | <p>Water storage tanks provide supplemental wastewater storage during times of need when the Facility's sump system cannot handle the excess wastewater generated during boiler cleaning and maintenance events or other upset conditions. Wastewater sent to the tanks is then systematically re-introduced to the process to dispose of it. The tanks are left on site year-round but we are only charged for them when they are in use. The Facility notifies the vendor when the tanks are in use and when they are not.</p> <p>In June of 2018, IRFP WTE 18-023 was issued for delivery and use of these 20,000-gallon tanks. Baker Corp (Everett, WA) was the only responsive bidder was awarded a three-year contract from August of 2018 through July of 2021 with an option of two (2) one year renewals and an estimated annual spend of approximately \$20,000.00. Later in 2018 Baker Corp merged with United Rentals (Stamford, CT) and a contract assignment was executed.</p> <p>The current contract, which is the second of the two allowed renewals spans from Aug. 1, 2022 through Jul. 31, 2023 and has an annual amount not to exceed \$20,000.00. Due to increased needs for the 2022 fall outage and the spring 2023 outage, as well as increased fuel costs for delivery, an additional \$80,000.00 will need added to the contract.</p> |
| Proposed Council Action & Date: | Consent to proceed with contract amendment on 11/28/22. |
| Fiscal Impact: Total Cost: <u>\$80,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2022/2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This need is part of the typical support requirement for the safe and effective Operation and Maintenance of the COS WTE. This cost is captured in our annual budget. This support efforts related to our CIP and the SAP.

23 - SWD-Fabric Filter Bag Purchase

Paine, David

Value blanket renewal for the purchase of fabric filter bags for the WTE Facility.

| For Information

Attachments

[Briefing Paper-National Filter Media VB.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

| | |
|--|---|
| Submitting Department | Solid Waste Disposal |
| Contact Name & Phone | David Paine, 625-6878 |
| Contact Email | dpaine@spokanecity.org |
| Council Sponsor(s) | CM Lori Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Value blanket renewal for the purchase of bag house fabric filter bags for the WTE. |
| Summary (Background) | <p>The Waste to Energy Facility utilizes fabric filter bags to remove fine particulate from the air before discharge from the facility. These bags must be replaced every 4-5 years or as they become worn. If damaged or worn bags are not replaced periodically, the facility runs the risk of violating its Air Operating Permit, which could result in excessive fines.</p> <p>On September 30, 2020, bidding closed on RFQ 5246-20 for the as-needed annual requirement of tapered fabric filter bags. Two responses were received from National Filter Media (Olive Branch, MS) and BHA Altair, LLC (Overland Park, KS). National Filter Media was the low cost, responsive and responsible bidder. The initial value blanket award was for a two-year period, beginning January 1, 2021 through December 31, 2022, with the option of three (3) one-year renewals. This will be the first of those renewals from January 1, 2023 through December 31, 2023 with a cost not to exceed \$150,000.00, including tax and delivery.</p> |
| Proposed Council Action & Date: | Consent to proceed with value blanket renewal on 11/28/2022. |
| Fiscal Impact: Total Cost: <u>\$150,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This need is part of the typical support requirement for the safe and effective Operation and Maintenance of the COS WTE. This cost is captured in our annual budget. This support efforts related to our CIP and the SAP.

24 - Public Rule – Industrial Pretreatment Program Fees Resolution

Gennett, Raylene

A resolution regarding an update to Appendix “A” of the Public Rule for the City of Spokane Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees.

| For Information

Attachments

[2022-11-08 Briefing Paper Public Rule Updated Pretreatment Fees.docx](#)

[Resolution update public rule fees for 2023.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability

| | |
|--|---|
| Submitting Department | Public Works – Riverside Park Water Reclamation Facility |
| Contact Name & Phone | Raylene Gennett (509) 625-7901 |
| Contact Email | rgennett@spokanecity.org |
| Council Sponsor(s) | CM Kinnear, CM Bingle |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Public Rule – Industrial Pretreatment Program Fees |
| Summary (Background) | <p>The RPWRF Industrial Pretreatment Program administers wastewater regulations that protect our workers, the treatment process, infrastructure, water quality, and biosolids quality. Fees are being updated to recoup operation costs for 2023.</p> |
| Proposed Council Action & Date: | Approve Resolution to Adopt Public Rule to establish and update Pretreatment fees – December 12, 2022 |
| <p>Fiscal Impact: Total Cost: The new fees are higher than previous fees and in line with the costs and expenses incurred by the City</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Recop operation costs.</p> | |

Operations Impacts

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. Funding will support customers with lower incomes and those who suffered hardship during the COVID-19 pandemic, based on criteria provided by the State Department of Commerce.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work is consistent with efforts to provide COVID emergency support for Spokane Citizens and Utility Customers.

RESOLUTION

A resolution regarding an update to Appendix “A” of the Public Rule for the City of Spokane Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees.

WHEREAS, the City of Spokane Wastewater Management Department maintains an Industrial Pretreatment Program in accordance with Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 – 33 USC Section 1251 et seq. and in compliance with NPDES Permit Number WA-002447-3; and

WHEREAS, the City adopted Public Rule and Procedure #4310-20-01 on November 9, 2020 which sets forth the RPWRF & Industrial Pretreatment Program & Lab Analysis Fees, effective December 7, 2020; and

WHEREAS, since adoption, the fees contained in Appendix A are in need of update to reflect current costs associated with the administration of the Industrial Pretreatment Program, including but not limited to, costs associated with permit issuance, monitoring, inspection, sampling, analysis, publication, processing, and violation remediation; and

WHEREAS, section 7 of the Public Rule has been updated to reflect current billing procedures; and

WHEREAS, the Appendix “A” to the Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees Public Rule should be updated and attached hereto in its entirety as Attachment “A” hereto.

-- NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE, that the City Council hereby approves and supports the RPWRF & INDUSTRIAL PRETREATMENT PROGRAM & LAB ANALYSIS FEES and Appendix A, as contained in Attachment “A” hereto, with an effective date of January 1, 2023.

ADOPTED by City Council this ____ day of November 2023.

City Clerk

Approved as to form:

Assistant City Attorney

25 - SIA I-90 Transmission Main (Engineering Services)

Buller, Dan

SIA I-90 Transmission Main (Engineering Services)

| For Information

Attachments

[SIA I90 Transmission Main - PIES Briefing Paper \(11-28-22\).docx](#)

Committee Agenda Sheet

PIES

| | |
|--|---|
| Submitting Department | Public Works, Engineering |
| Contact Name & Phone | Dan Buller 625-6391 |
| Contact Email | dbuller@spokanecity.org |
| Council Sponsor(s) | Lori Kinnear |
| Select Agenda Item Type | X Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | SIA I-90 Transmission Main |
| Summary (Background) | <ul style="list-style-type: none"> In order to serve the growing West Plains including the West Plains PDA, the Water Department is making upgrades to the water system in this area. A third water tank near the airport (next to the existing two tanks) is currently under construction. Another booster station next to the existing booster station on the south side of I-90 is planned within the next three years. Additionally a 30" water main connecting the new tank and new booster station is in design and nearly ready for bidding – see attached exhibit. This water main will supplement the existing 18" water main. Crossing of I-90 will be by boring and jacking (i.e., tunneling). This work is planned for the summer of 2023. Funding for this project is provided by a low interest federal loan to be repaid with utility rate revenue. |
| Proposed Council Action & Date: | None at this time. Following bid opening, we will bring a pipe purchase contract to Council for approval. |
| Fiscal Impact: Total Cost: Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | |

N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

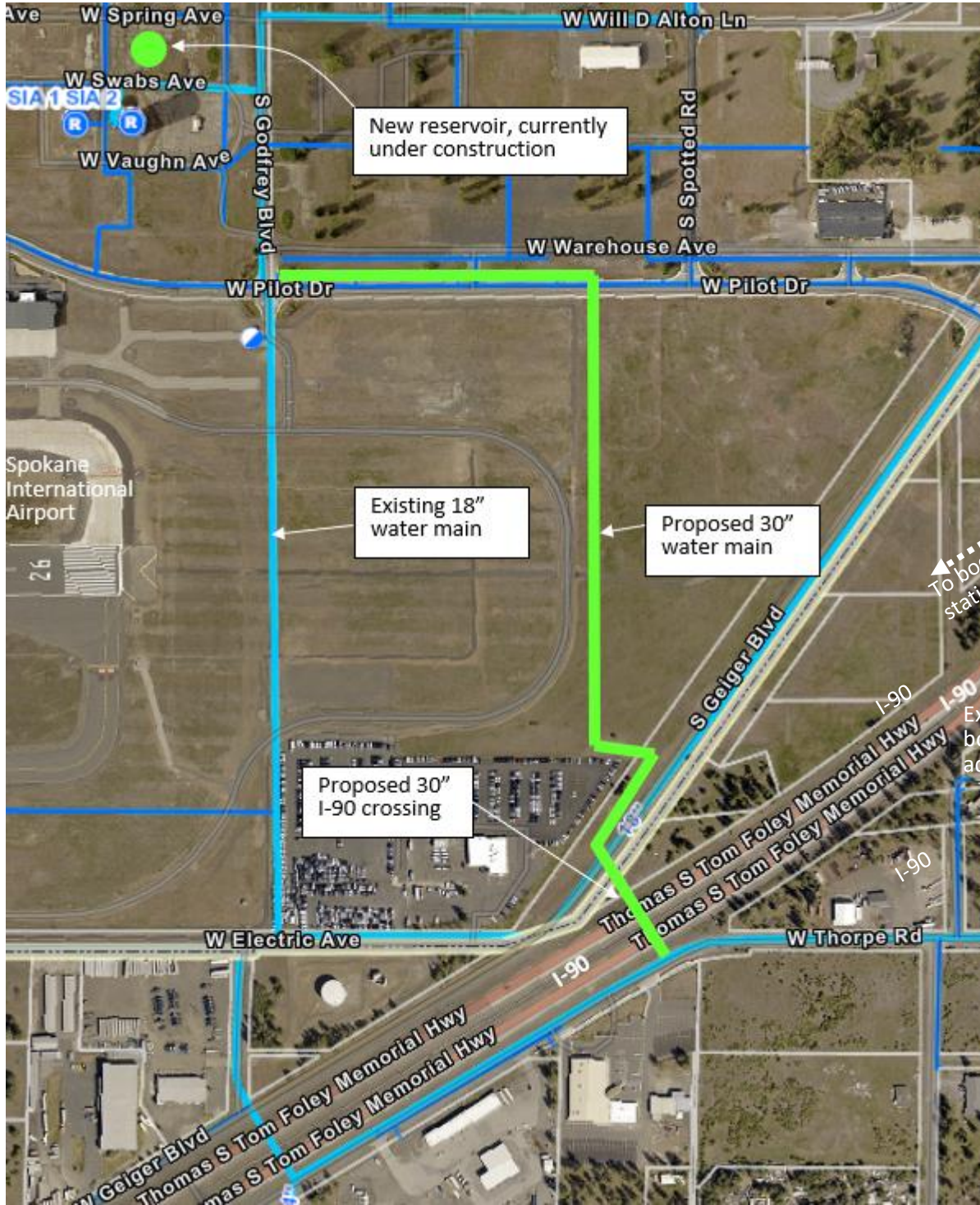
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

Project Location



26 - Cochran Basin Stormwater Projects (Engineering Services)

Buller, Dan

Cochran Basin Stormwater Projects (Engineering Services)

| For Information

Attachments

[Cochran Basin Projects Update - PIES Briefing Paper \(11-28-22\).docx](#)

Committee Agenda Sheet

PIES

| | |
|---------------------------------|---|
| Submitting Department | Public Works, Engineering |
| Contact Name & Phone | Dan Buller 625-6391 |
| Contact Email | dbuller@spokanecity.org |
| Council Sponsor(s) | Lori Kinnear |
| Select Agenda Item Type | X Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Cochran Basin Stormwater Projects |
| Summary (Background) | <ul style="list-style-type: none"> • This briefing paper is an update to the briefing paper submitted for the May 2022 PIES meeting which covered the same series of projects. • The Cochran storm drainage basin covers approximately 5,300 acres in NE Spokane, generally bounded on the west by Alberta St., on the north by Francis Ave. on the east by Market St. and on the south by Montgomery St. • Stormwater from this basin currently flows untreated to the Spokane River at the northwest end of the TJ Meenach Br. For several years the City has been seeking and has now acquired funding necessary to address this issue. • Engineering Services has formulated the series of projects shown on the attached exhibit which began last year, continued in 2022 and will wrap up in 2023. Those projects are described as follows: <ul style="list-style-type: none"> ○ Stormwater will be diverted from the river to three large treatment swales. The largest of the proposed will be at the disc golf course west of Downriver Golf Course. Following swale construction (which began this fall), the disc golf course will be restored and upgraded. ○ A second treatment swale area will be south of the existing parking lot at the NW end of the TJ Meenach bridge. That parking lot, which serves river rafters, will be expanded and upgraded. Work on this swale also began this fall. ○ To get the stormwater to the disc golf course treatment area, a pump station will be constructed at the SE corner of TJ Meenach & NW Blvd. That project, which will also reconstruct the north portion of TJ Meenach, will bid early this winter. ○ Water from the TJ Meenach pump station will be piped to the proposed swales at the disc golf course through a 30" diameter pipe in Cleveland Ave (project was finished this fall) and across Downriver Golf Course (project completed in 2021) and also to the proposed swales at the northwest end of the TJ Meenach Bridge through a new pipe in TJ Meenach Dr. (scheduled for 2023). ○ TJ Meenach Dr. will also be reconstructed from the bridge to Northwest Blvd. That project will include various utility work including replacement of the existing water main, installation of new/replacement stormwater mains, and installation of 2nd 60" diameter siphon beneath TJ Meenach which is one of the biggest utility pipes in the city. This project has already been bid and will start construction early in the 2023 construction season. |

| | |
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| | <ul style="list-style-type: none"> ○ The connection of that secondary siphon to the existing 60” sewer main will be constructed in a separate project to be bid early this winter and be constructed in summer 2023. • Impacts vary by project. <ul style="list-style-type: none"> • The treatment swale construction at the disc golf will impact traffic minimally but will result closure of the course for the duration of construction. • The treatment swale construction at the northwest end of the TJ Meenach bridge will impact traffic minimally but will result in closure of that parking lot and associated river access for the duration of construction. • The pump station construction area is will be mostly outside the limits of TJ Meenach Dr. That portion that is within TJ Meenach will largely coincide with TJ Meenach street construction. • The project with the biggest public impact will be the TJ Meenach reconstruction and utility project which will require full closure of this important road. We will coordinate closely with the community college and structure the work in such a way that overall closure time is minimized. <p>These projects are largely funded with multiple state grants and loans which have various overlapping deadlines. The project timing indicated on the attached exhibit is designed to satisfy the required deadlines.</p> |
|--|---|

| | |
|--|--|
| Proposed Council Action & Date: | None at this time. Following bid opening, we will bring a construction contract to Council for approval. |
|--|--|

Fiscal Impact:
Total Cost:
Approved in current year budget? X Yes No N/A

Funding Source X One-time Recurring
Specify funding source: project funds (generally street or utility funds)

Expense Occurrence X One-time Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

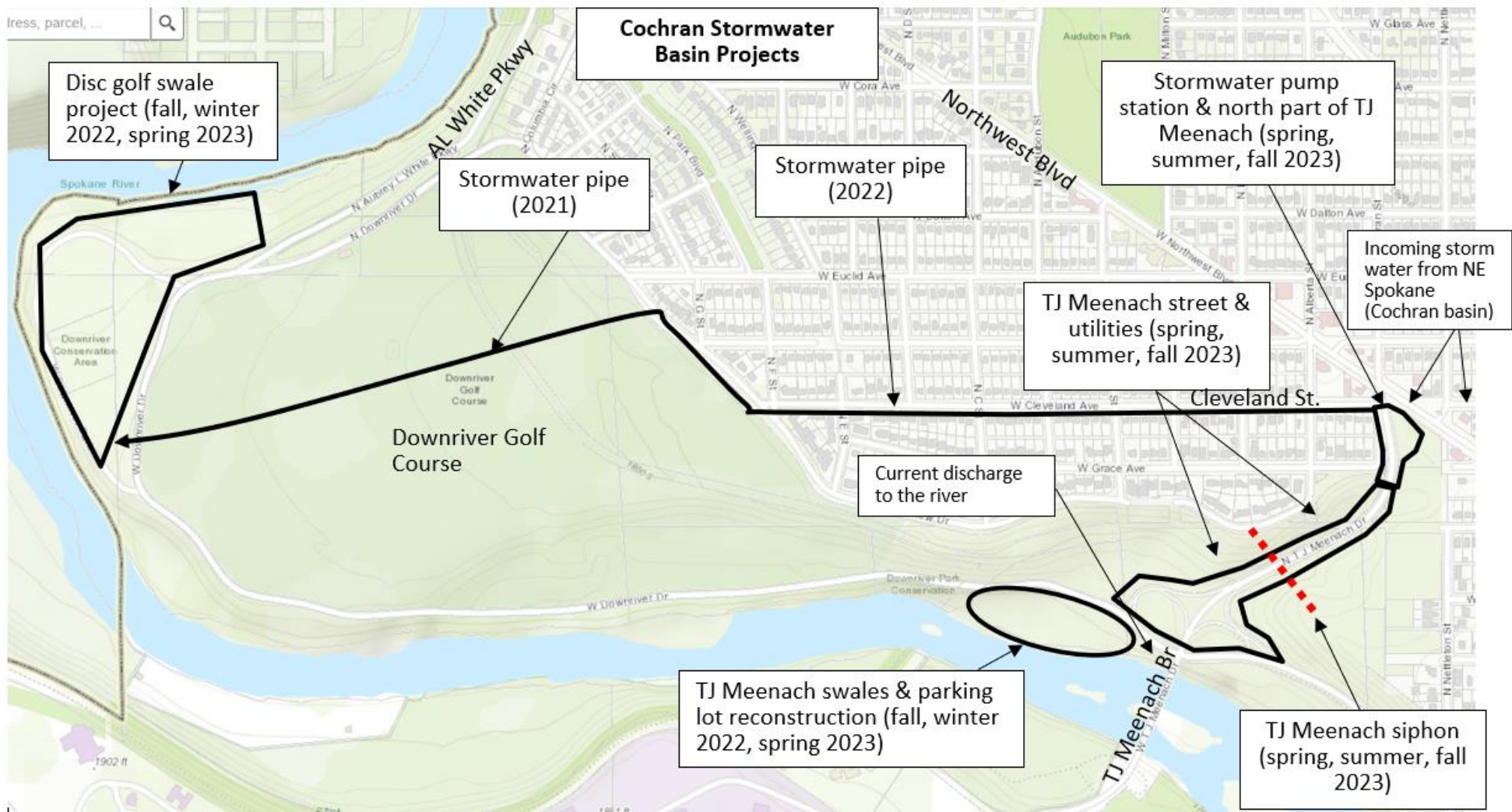
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.



27 - ES-Shiloh Hill Lift Station Upgrade & Force Main Replacement

Buller, Dan

ES-Shiloh Hill Lift Station Upgrade & Force Main Replacement

| For Information

Attachments

[Shiloh Hills LS Upgrade - PIES Paper \(11-28-22\).docx](#)

Committee Agenda Sheet

PIES

| | |
|---|--|
| Submitting Department | Public Works, Engineering |
| Contact Name & Phone | Dan Buller 625-6391 |
| Contact Email | dbuller@spokanecity.org |
| Council Sponsor(s) | Lori Kinnear |
| Select Agenda Item Type | X Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Shiloh Hill Lift Station Upgrade & Force Main Replacement |
| Summary (Background) | <ul style="list-style-type: none"> • The Sewer Department proposes to upgrade its 45 year-old sewer Shiloh Hills lift station. • A lift station is a sewage pumping facility which is required when area topography is such that sewage cannot be conveyed by gravity from homes and businesses to the sewage treatment plant. • Proposed upgrades include new pumps, controls, electrical and emergency power generation. • Also included is replacement of the existing force main (sewer pipe) where shown on the attached exhibit. • During lift station upgrades, traffic impacts will be minimal. During force main replacement, through traffic on St. Thomas Moore will be routed around the project but local access traffic will still be permitted. • Neighborhood outreach will take place this winter. It is likely to consist of a notification letter because of the project's low impact and relatively short duration. • This project is locally funded. • This work is planned for summer/fall 2023. |
| Proposed Council Action & Date: | None at this time. Following bid opening, we will bring a construction contract to Council for approval. |
| Fiscal Impact: | |
| Total Cost: | |
| Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| Funding Source X One-time <input type="checkbox"/> Recurring | |
| Specify funding source: project funds (generally street or utility funds) | |
| Expense Occurrence X One-time <input type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? | |
| <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p> | |

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

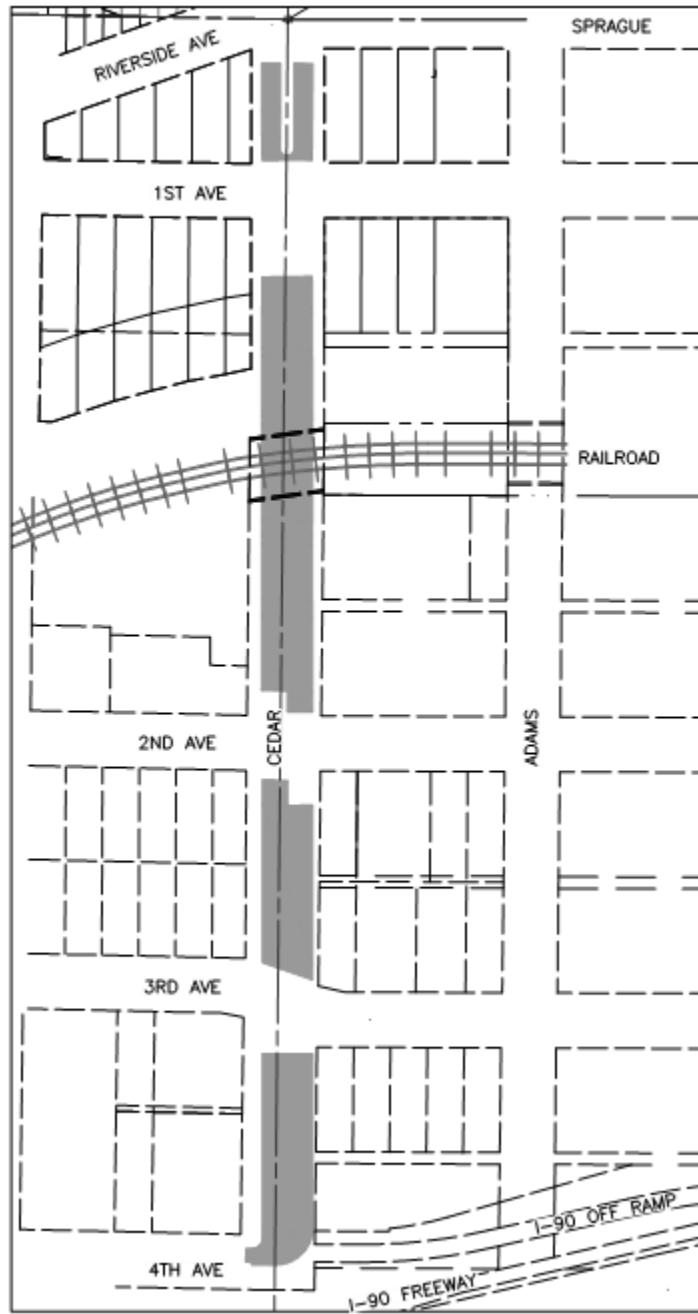
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

Project Location



Area 3



28 - ES-Holland Sewer - Normandie to Colton

Buller, Dan

ES-Holland Sewer - Normandie to Colton

| For Information

Attachments

[Holland Sewer - PIES Paper \(11-28-22\).docx](#)

Committee Agenda Sheet

PIES

| | |
|--|---|
| Submitting Department | Public Works, Engineering |
| Contact Name & Phone | Dan Buller 625-6391 |
| Contact Email | dbuller@spokanecity.org |
| Council Sponsor(s) | Lori Kinnear |
| Select Agenda Item Type | X Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Holland Sewer – Normandie to Colton |
| Summary (Background) | <ul style="list-style-type: none"> • The Northpointe lift station (i.e., sewage pumping station), located at the southeast corner of Holland & Colton, is 60 years old and in need of replacement. • Due to the very small parcel on which it is located (which is also the site of various cell phone infrastructure), the cost of replacement of the lift station on this parcel is very high. There are few options to replace this lift station nearby. • The City’s Integrated Capital Management, Wastewater Management and Engineering Services Departments have therefore evaluated installation of a deep sewer on Holland Ave. as shown on the exhibit below. Installation of this sewer would eliminate the need to replace this sewage lift station and well as eliminate significant future on-going operational expenses associated with this lift station. • Because the proposed sewer main would cross very busy streets (Hwy 2 and Division St.) with significant traffic impacts, we propose to bore and jack (i.e., tunnel) beneath these streets to minimize those impacts. See green rectangles on attached exhibit. • While boring and jacking will significantly reduce impacts to Hwy 2 and Division St., traffic on Holland St. will be restricted or eliminated (depending on the project phase) for several months. • Neighborhood outreach has not yet been done but will be robust on account of the presence of a significant number of large businesses. • This project is locally funded. • This work is planned for summer/fall 2023. |
| Proposed Council Action & Date: | None at this time. Following bid opening, we will bring a construction contract to Council for approval. |
| Fiscal Impact: | |
| Total Cost: | |
| Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| Funding Source X One-time <input type="checkbox"/> Recurring | |
| Specify funding source: project funds (generally street or utility funds) | |
| Expense Occurrence X One-time <input type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? | |

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

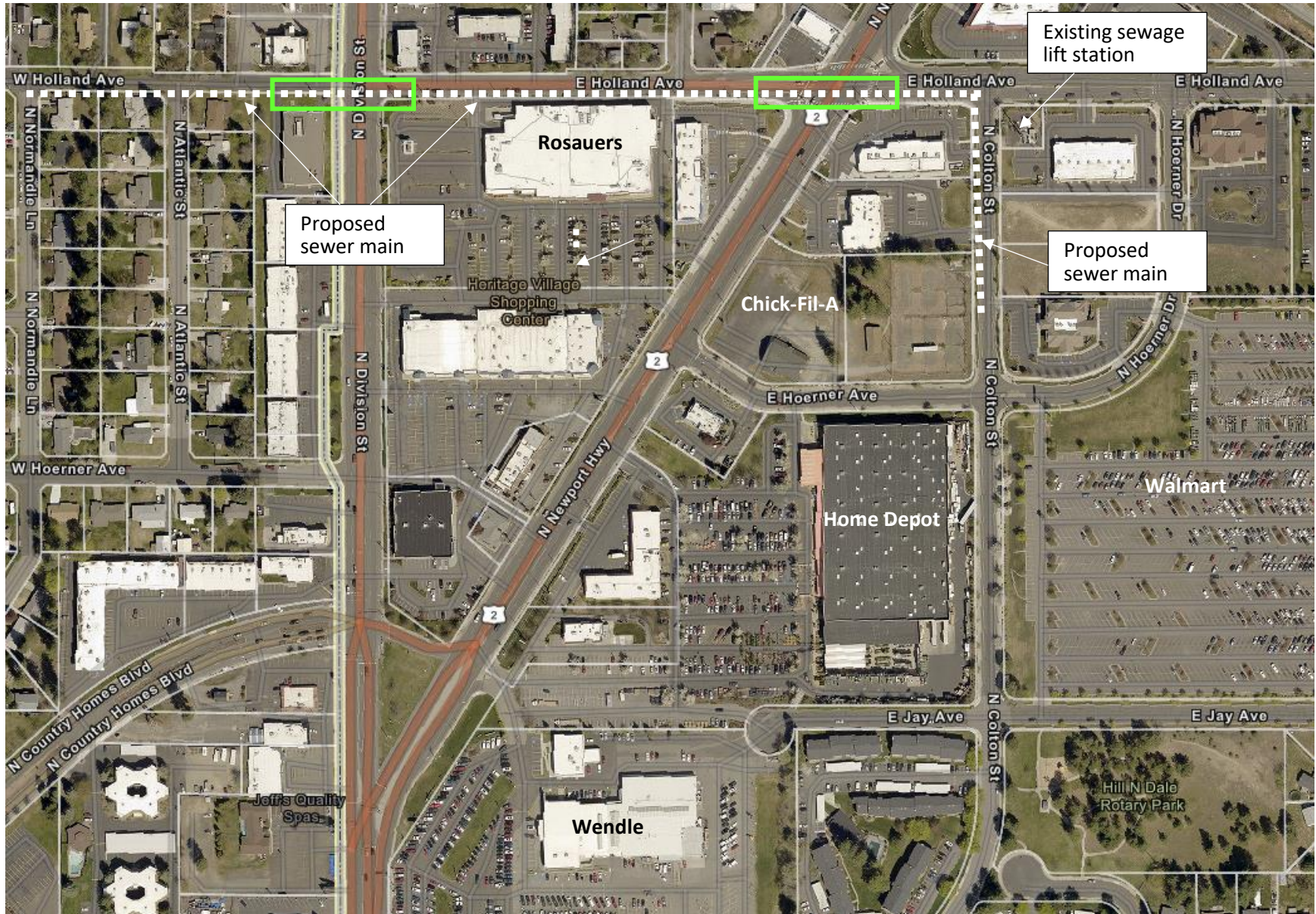
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City’s established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

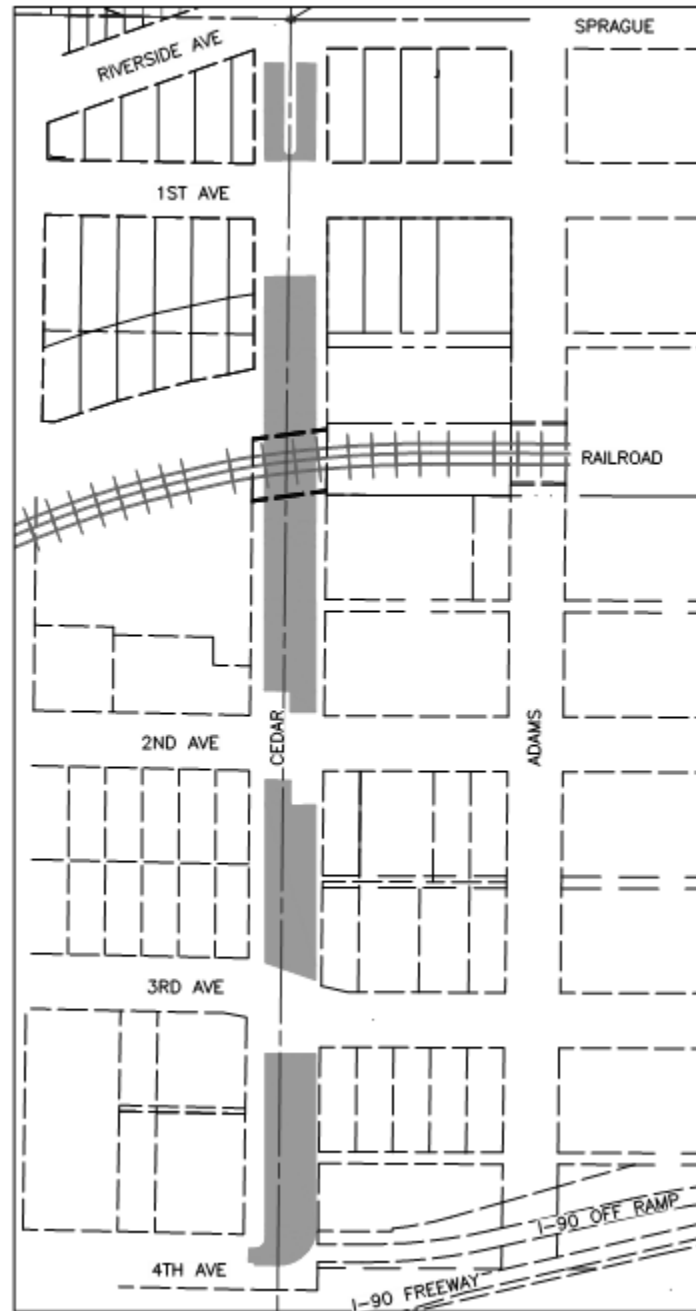
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

Project Location



Area 3



29 - ES-Upriver Dam Powerhouse #1 - Generator #2 Maintenance and Repair

Buller, Dan

ES-Upriver Dam Powerhouse #1 - Generator #2 Maintenance and Repair

| For Information

Attachments

[PIES Briefing Paper_Upriver Dam Powerhouse #1 – Generator #2 Maintenance a~.docx](#)

Committee Agenda Sheet

PIES

| | |
|--|---|
| Submitting Department | Public Works, Water Department |
| Contact Name & Phone | David St Pierre 625-7811 |
| Contact Email | dstpierre@spokanecity.org |
| Council Sponsor(s) | Lori Kinnear |
| Select Agenda Item Type | X Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Upriver Dam Powerhouse #1 – Generator #2 Maintenance and Repair |
| Summary (Background) | <ul style="list-style-type: none"> The project is funded through the water departments maintenance budget. The project consists of the disassembly, inspection, and repair of a 2 MW Kaplan generator unit within Powerhouse # 1 at the Upriver Dam. The project will be advertised for bids in November with construction in 2023. Exhibits attached: Project location map, project powerhouse location map, generator #2 picture. |
| Proposed Council Action & Date: | Background information for committee review |
| Fiscal Impact: Total Cost: Approved in current year budget? X Yes <input type="checkbox"/> No N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: Local funding from the department’s maintenance budget. Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – This contract supports public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors. | |

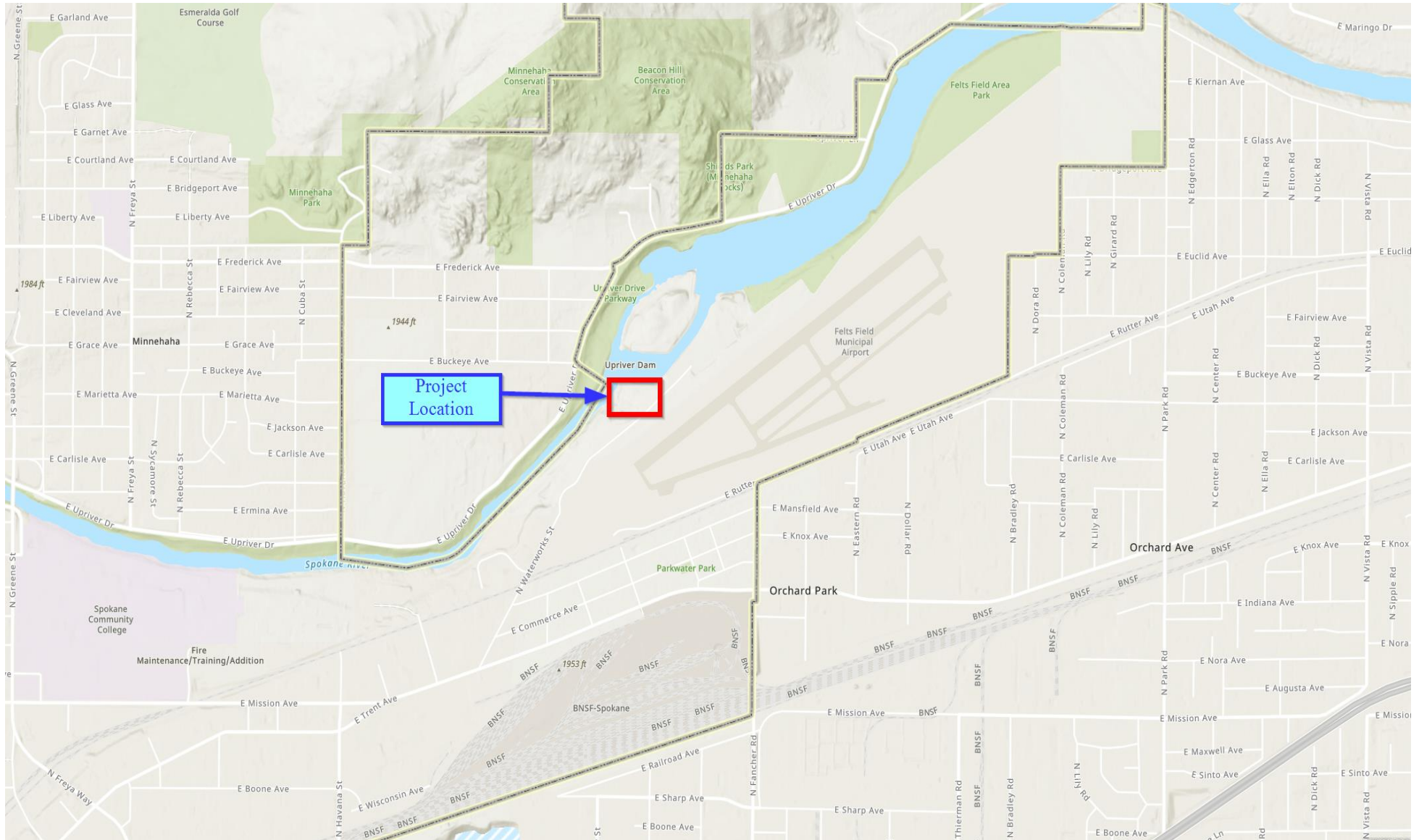
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The project is consistent with our adopted six year programs as well as the annual budget and strategic initiative to maintain public works activities.

PROJECT LOCATION MAP



POWERHOUSE #1 - LOCATION MAP



GENERATOR #2



30 - ES-Marshall Road Transmission Main

Buller, Dan

ES-Marshall Road Transmission Main

| For Information

Attachments

[Marshall Road Transmission Main - PIES Briefing Paper \(11-28-22\).docx](#)

Committee Agenda Sheet

PIES

| | |
|---|---|
| Submitting Department | Public Works, Engineering |
| Contact Name & Phone | Dan Buller 625-6391 |
| Contact Email | dbuller@spokanecity.org |
| Council Sponsor(s) | Lori Kinnear |
| Select Agenda Item Type | X Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Marshall Rd Transmission Main |
| Summary (Background) | <ul style="list-style-type: none"> As development occurs along the Hwy 195 corridor, the Water Department is upgrading its infrastructure to support such development. At present, a single transmission main (large diameter main) connects the city's sources of supply (wells) to the growing Hwy 195 residential corridor. This project provides a second transmission main by way of a three phase 2.5 mile 30" diameter transmission main. Phase 1 is within the mostly gravel Marshall Rd. and is planned for construction in 2023. Phase 2 crosses multiple privately owned parcels as well as the railroad and is planned for either later 2023 or 2024. Phase 3 is mostly within Cheney Spokane Rd. and is planned for construction in 2024. This project is locally funded. |
| Proposed Council Action & Date: | None at this time. Following bid opening, we will bring a construction contract to Council for approval. |
| Fiscal Impact: | |
| Total Cost: | |
| Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| Funding Source X One-time <input type="checkbox"/> Recurring | |
| Specify funding source: project funds (generally street or utility funds) | |
| Expense Occurrence X One-time <input type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? | |
| <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p> | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | |

N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

31 - ES-Business Area Grind & Overlay

Buller, Dan

ES-Business Area Grind & Overlay

| For Information

Attachments

[Business G O - PIES Briefing Paper \(11-28-22\).docx](#)

Committee Agenda Sheet

PIES

| | |
|--|--|
| Submitting Department | Public Works, Engineering |
| Contact Name & Phone | Dan Buller 625-6391 |
| Contact Email | dbuller@spokanecity.org |
| Council Sponsor(s) | Lori Kinnear |
| Select Agenda Item Type | X Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Business Area Grind & Overlay |
| Summary (Background) | <ul style="list-style-type: none"> This grind & overlay project is project is focused on business areas as shown in the attached exhibit. This project also includes ADA curb ramp updates and miscellaneous stormwater system updates. Traffic will generally be maintained during the project although some short term detours may be required. Construction is planned in 2023 and is locally funded. |
| Proposed Council Action & Date: | None at this time. Following bid opening, we will bring a construction contract to Council for approval. |
| Fiscal Impact: Total Cost: Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors. | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? | |

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

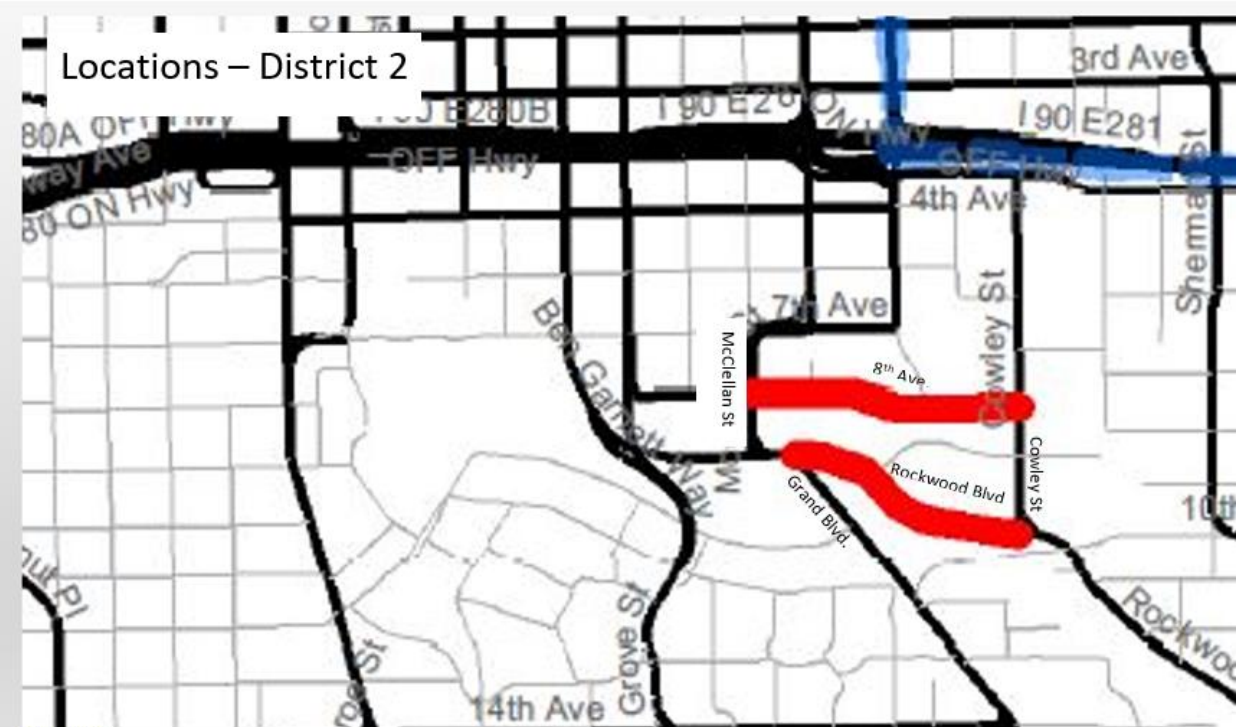
Project Location

Locations - District 1



District 1

- Springfield – Napa to Trent
- Boone – Nelson to Greene
- Florida – Wellesley to Francis



- District 2**
- Rockwood – Grand to Cowley
 - 8th – McClellan to Cowley



- District 3**
- Gardner – Maple to Monroe
 - Cataldo – Washington to Division

32 - Value Blanket with Poms Tire

*Prince, Thea,
Giddings, Richard*

Secondary contractor for the purchase of miscellaneous tires

| For Information

Attachments

[Poms Tire VB Briefing Paper.docx](#)

Briefing Paper

Public Infrastructure, Environmental and Sustainability Committee

| | |
|---|--|
| Submitting Department | Fleet Services |
| Contact Name & Phone | Rick Giddings 625-7706 |
| Contact Email | rgiddings@spokanecity.org |
| Council Sponsor(s) | CP Beggs |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Value Blanket Order with Poms Tire for the purchase of misc tires |
| Summary (Background) | <p>Fleet Services would like to enter into a Tire Services Contract with Pomp Tire (Spokane WA) for five (5) years, using Washington State Contract 00519 for an annual amount of \$150,000.00 as a secondary contractor in case of supply chain issues with primary contractor, Wingfoot.</p> <p>This Tire Service Contract will provide timely tire service to all city vehicles. Funding for this contract is in the Fleet Department's budget.</p> |
| Proposed Council Action & Date: | Approve Value Blanket Order December 12, 2022 |
| Fiscal Impact: | |
| Total Cost: | |
| Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring | |
| Specify funding source: | |
| Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Centralized Fleet Policy | |

33 - Master Contract with Poms Tire

Prince, Thea

Secondary Master Contract with Poms Tire for miscellaneous tire services

| For Information

Attachments

[Poms Tire CM Briefing Paper.docx](#)

Briefing Paper

Public Infrastructure, Environmental and Sustainability Committee

| | |
|--|--|
| Submitting Department | Fleet Services |
| Contact Name & Phone | Rick Giddings 625-7706 |
| Contact Email | rgiddings@spokanecity.org |
| Council Sponsor(s) | CP Beggs |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Master Service Contract with Poms Tire Service for Misc Tire Service |
| Summary (Background) | <p>Fleet Services would like to enter into a Tire Services Contract with Pomp Tire (Spokane WA) until March 31, 2024, using Washington State Contract 00519 for an annual amount of \$150,000.00 as a secondary contractor in case of labor shortages with primary contractor, Wingfoot.</p> <p>This Tire Service Contract will provide timely tire service to all city vehicles. Funding for this contract is in the Fleet Department's budget.</p> |
| Proposed Council Action & Date: | Approve Value Blanket Order December 12, 2022 |
| Fiscal Impact: | <p>Total Cost:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> |
| Operations Impacts | <p>What impacts would the proposal have on historically excluded communities? NA</p> <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA</p> <p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? NA</p> <p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Centralized Fleet Policy</p> |

34 - 2023 CDW Government(CDW-G) Value Blanket

Sloon, Michael

Pass/Approval from Council to purchase technology equipment (hardware & software) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.

For Information

Attachments

[CDWG 2023 Briefing Paper.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability (PIES)

| | |
|--|--|
| Submitting Department | Innovation and Technology Services Division |
| Contact Name & Phone | Michael Sloon, 625-6468 |
| Contact Email | msloon@spokanecity.org |
| Council Sponsor(s) | CM Cathcart |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 11/28/2022 |
| Agenda Item Name | 2023 CDW Government (CDW-G) Value Blanket |
| Summary (Background) | The City of Spokane currently utilizes CDW-G for hardware and software purchases for various departments. The City of Spokane Innovation and Technology Services Division has utilized the WA DES Contract #14922 for its selection of CDW-G. In addition, the following contracts will be used to procure the reasonable pricing; King County Directors' Association (KCDA) Agreement #AEPA 018-A; National IPA Technology 2018011-01; GSA Federal Contract #47QTCA18D004K, Schedule 70 and Sourcwell Contract #081419. |
| Proposed Council Action & Date: | Pass/Approval from Council to purchase technology equipment (hardware & software) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval. Requesting \$120,0000 annually, term of value blanket 01/01/2023 – 04/07/2026. |
| Fiscal Impact: \$120,000 plus applicable sales tax Total Cost: \$ 120,000 annually for next 4 years. Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Various department codes Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A | |

35 - Contract Extension with Barr-Tech, LLC

Averyt, Chris

Five year contract extension with Barr-Tech, LLC for transporting, composting and marketing organics collected from the city's curbside yard waste program and self-hauled by city and county customers to the Waste to Energy Facility.

| For Information

Attachments

[Briefing Paper - SW - Barr Tech Extension 2022.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability Committee

| | |
|---------------------------------|--|
| Submitting Department | Solid Waste Collection & Disposal Departments |
| Contact Name & Phone | Chris Averyt / 509.625.6540 |
| Contact Email | caveryt@spokanecity.org |
| Council Sponsor(s) | CM Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Contract Extension with Barr-Tech, LLC |
| Summary (Background) | <ul style="list-style-type: none"> • Curbside yard waste collection started in 1997 with 5,000 customers, currently has over 38,000 customers, and is still growing. • In July 2010, the city expanded the yard waste program to include food scraps and food-soiled paper products. • RFP #17-4420 was issued for transporting, processing and marketing organic materials collected from curbside yard waste collection subscribers or self-hauled to the Waste to Energy Facility. It was sent to 21 firms that provide services in the solid waste industry. Barr-Tech, LLC was the only response received and met all qualifications as set forth in the RFP. • A five-year contract, with option to extend for one (1) additional five-year period, was approved in early 2018. The current contract expires December 31, 2022. • A contract extension will allow the Solid Waste Collection and Disposal Departments to continue to divert materials out of the main waste stream which creates a positive environmental impact. • This contract extension complies with the Department of Agriculture’s restrictions on shipments of organics and the rules and regulations set forth in House Bill 1799 for Organics Material Management. • Contract terms have been renegotiated and are agreeable to both parties. Revised pricing for the five-year extension: <ul style="list-style-type: none"> - 2023 - \$59/ton processing cost - 2024 - \$65/ton processing cost - 2025 - \$70/ton processing cost - 2026 - \$70/ton processing cost - 2027 - \$70/ton processing cost - No annual CPI adjustments - Price increases are due to inflationary increases in labor, equipment, and capital infrastructure investments. - An “on highway” and “off highway” fuel surcharge will be billed when diesel prices reach over \$3.00 per gallon (based on the monthly average listed on www.eia.gov for “West Coast less California”). The “on highway” fuel surcharge will be charged at \$1.00 per five cent increment per round trip. The “off highway” fuel surcharge will be charged at the |

| | |
|--|--|
| | difference between \$3.00 and the monthly average, minus state and federal tax, per ton. |
| Proposed Council Action & Date: | Council Consent on 12.12.2022 |
| <p>Fiscal Impact: <u>Total Cost: Estimated annual expenditure for 2023 is \$1,950,000 (\$1,325,000 for Solid Waste Collection; \$625,000 for Solid Waste Disposal). In future years, the annual expenditure will increase based on the new pricing structure and annual growth. Other factors, such as seasonal weather conditions, may affect the costs of this contract. In the fifth and final year, this contract could possibly reach \$2,800,000 (\$1,900,000 for Solid Waste Collection; \$900,000 for Solid Waste Disposal).</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Solid Waste Collection & Disposal Department’s Operating Budgets</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Revenue is generating from from green cart monthly subscriptions and tonnage self-hauled to the WTE Facility. This revenue offsets the costs associated with this contract.</p> | |
| Operations Impacts | |
| <p>What impacts would the proposal have on historically excluded communities? N/A</p> | |
| <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A</p> | |
| <p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>Tonnage collected monthly and annually is monitored and compared for growth trends. Reports in FMS are available to compare revenue earned from green cart subscribers and self-hauled to the WTE Facility against expenditures to operate this program for both departments.</p> | |
| <p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>Comprehensive Plan - NE 5.4 PROFIT FROM WASTE: Recruit industries that can make use of and profit from Spokane’s solid waste in a manner that minimizes or mitigates environment.</p> <p>Comprehensive Plan - CFU 5.5 WASTE REDUCTION AND RECYCLING: Provide integrated, efficient, and economical solid waste management services in a manner that encourages and promotes waste reduction and recycling and minimizes environmental and public health impacts.</p> | |

36 - ES-High System Water Reservoir South Hill

Buller, Dan

ES-High System Water Reservoir South Hill

Attachments

[High System Tank - PIES Briefing Paper \(11-28-22\).docx](#)

Committee Agenda Sheet

PIES

| | |
|---|---|
| Submitting Department | Public Works, Engineering |
| Contact Name & Phone | Dan Buller 625-6391 |
| Contact Email | dbuller@spokanecity.org |
| Council Sponsor(s) | Lori Kinnear |
| Select Agenda Item Type | X Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | High System Water Reservoir |
| Summary (Background) | <ul style="list-style-type: none"> The Water Department’s water system plan, reviewed and approved by the Washington State Department of Health, has identified the need for an additional water reservoir in the high system. The additional water reservoir would serve all south hill residents south of approximately 17th Ave. The water surface in the proposed reservoir must match the water surface in the existing reservoirs at 37th & Stone and at 33^d & Lamonte. Engineering Services has conducted extensive public outreach over the last two years in the process of selecting Hamblen Elementary as the preferred location for this tank. Both city council and the school board were briefed on this location earlier this year and the city now has an easement from the school district to construct this tank. The proposed water reservoir will be 50’-60’ diameter at its base, about 100’ diameter at the top and about 100’ high. See attached exhibit. Construction is expected to begin in June of 2023 and continue through spring of 2025. The construction site will be fenced as shown on the attached exhibit, including site obscuring fabric. This project is locally funded. |
| Proposed Council Action & Date: | None at this time. Following bid opening, we will bring a construction contract to Council for approval. |
| Fiscal Impact: Total Cost: Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain | |

affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City’s established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

Project Location



Similarly shaped
water reservoir in
Post Falls



37 - 2023 Software House International Corp. - SHI Value Blanket

Sloon, Michael

Pass/Approval from Council to purchase technology equipment (hardware & software) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.

For Information

Attachments

[2023 SHI Briefing Paper.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability (PIES)

| | |
|---|--|
| Submitting Department | Innovation and Technology Services Division |
| Contact Name & Phone | Michael Sloon, 625-6468 |
| Contact Email | msloon@spokanecity.org |
| Council Sponsor(s) | CM Cathcart |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 11/28/2022 |
| Agenda Item Name | Software House International Corp. - SHI Value Blanket |
| Summary (Background) | Washington State DES currently provides previously negotiated pricing and established contracts with pricing advantages for other government agencies to utilize. The City of Spokane Innovation and Technology Services Division utilizes this opportunity whenever possible. We will utilize Washington State Master Contract No. 14922 and Sourcewell Contract # 081419-SHI with Software House International Corp. for various software purchases. |
| Proposed Council Action & Date: | Pass/Approval from Council to purchase technology equipment (hardware & software) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval. Requesting \$650,000 annually, term of value blanket 01/01/2023 – 04/07/2026. |
| Fiscal Impact: \$650,000 plus applicable sales tax Total Cost: \$650,000 annually for next 4 years. Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Various department codes Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A | |

38 - SBO - PMO Contractual Services

Fredrickson, Dusty

Special Budget Ordinance for the Project Management Office to utilize salary savings to pay for contractors needed to fill gaps due to unfilled positions that are in the hiring process.

For Information

Attachments

[11-28-22 - PMO Salary Savings SBO.docx](#)

[PMO Contract Services SBO Briefing Paper_v2.docx](#)

ORDINANCE NO _____

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Office of Performance Management Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Decrease the appropriation for a Senior Project Manager position by \$62,000.
- 2) Decrease the appropriation for a Continuous Improvement Analyst position by \$31,000.
- 3) Increase the appropriation for contractual services by \$93,000.
- (A) There is no change to the overall appropriation level in the Office of Performance Management Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need for contractual support to meet project and service delivery commitments, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

PIES

| | |
|---|---|
| Submitting Department | Project Management Office |
| Contact Name & Phone | Dusty Fredrickson (509) 435.2569 |
| Contact Email | dfredrickson@spokanecity.org |
| Council Sponsor(s) | CM Kinnear; CP Beggs |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | SBO - PMO Contractual Services |
| Summary (Background) | <p>The City Project Management Office (PMO) carried 3 FTE vacancies through 2022 while supporting the completion of significant enterprise-level projects, such as eSeries and Utility Billing Information System, while maintaining non-project service levels to our Division/Department customers across the City for Performance Measures, training, process improvement, etc.</p> <p>The PMO and Civil Service are actively engaged on developing recruitments for these vacancies to reduce our going-forward dependency on contract resourcing.</p> <p>However, the backlog in the Civil Service work queue has delayed our recruitments resulting in the PMO being understaffed for the year.</p> <p>To help offset this gap in our capacity and to meet our project and service delivery commitments, the PMO has relied on contract staff from locally-based companies, such as, Arch Consulting, Volt and Infinite Innovations to augment our Project Management, Business Analysis and Continuous Improvement skill set capacity.</p> <p>This SBO is seeking approval to move \$93,000 of PMO salary savings into Contract Services to cover incurred and forecasted contract labor costs through the end of 2022.</p> <p>The PMO salary saving will come from the following vacant positions:</p> <ul style="list-style-type: none"> • Continuous Improvement Analysts 036002 • Continuous Improvement Analyst 036004 • Senior Project Manager 353001 |
| Proposed Council Action & Date: | SBO Approval – December 12, 2022 |
| <p>Fiscal Impact: Total Cost: <u>\$93,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: PMO Salary Savings</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> | |

Operations Impacts

What impacts would the proposal have on historically excluded communities?

No direct impact. The majority of PMO resources work to support City Divisions/Departments to improvement their operational processes and tools so they can deliver better outcomes more efficiently.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Any data collection, or performance measures, would developed/monitored on a case-by-case basis depending on the particular body of work the PMO happens to be supporting.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Any data collection, or performance measures, would developed/monitored on a case-by-case basis depending on the particular body of work the PMO happens to be supporting.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The City PMO is an internal service organization that supports all City Divisions/Departments in their pursuit to deliver on their respective strategic objectives, strategic plans, etc.

39 - SIA Joint Resolution

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to purchase property located on Spokane County Assessor Tax Parcel No. 14011.1501 comprising of approximately 3.42 acres of land located at 11208 West Electric Avenue in Spokane County, Washington.

| For Information

Attachments

[City Council Electric Ave Prop Purchase Briefing Paper.docx](#)

[Joint Resolution Electric Avenue.docx](#)

[PSA - 11208 West Electric Avenue - Final Version EXECUTED\(02680864x9F871\).pdf](#)

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

| | | | |
|--|---|--|--|
| Submitting Department | Spokane Airport Board | | |
| Contact Name & Phone | Larry Krauter, CEO, 509-455-6419 | | |
| Contact Email | lkrauter@spokaneairports.net | | |
| Council Sponsor(s) | Council President Beggs/Council Member Kinnear | | |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: | | |
| Agenda Item Name | Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to purchase property located on Spokane County Assessor Tax Parcel No. 14011.1501 comprising of approximately 3.42 acres of land located at 11208 West Electric Avenue in Spokane County, Washington. | | |
| Summary (Background) | Pursuant to Paragraph 8(b) of the Airport Joint Operation Agreement Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer or disposal of real property. | | |
| Proposed Council Action & Date: | Approve Joint Resolution with Spokane County on December 5, 2022. | | |
| Fiscal Impact: | N/A | | |
| Total Cost: | | | |
| Approved in current year budget? | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | | |
| Funding Source | <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | | |
| Specify funding source: | | | |
| Expense Occurrence | <input type="checkbox"/> One-time <input type="checkbox"/> Recurring | | |
| Other budget impacts: (revenue generating, match requirements, etc.) | | | |

} N/A

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

City Resolution No: _____

County Resolution No. _____

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON
AND
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF AUTHORIZING)
THE AIRPORT BOARD TO) JOINT RESOLUTION
PURCHASE PROPERTY IDENTIFIED AS)
SPOKANE COUNTY ASSESSOR)
PARCEL 14011.1501)

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County ("County"), by and through its Board of County Commissioners, and the City of Spokane ("City"), by and through its City Council, entered into an agreement dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park ("Agreement"); and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

WHEREAS, the Airport Board has recommended to the County and City the purchase of Spokane County Assessor Tax Parcel 14011.1501, residential property located generally at 11208 West Electric Avenue, in the City of Spokane ("Property"), as described in that certain Real Property Purchase and Sale Agreement and Escrow Instructions, dated as of May 27, 2022, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board is authorized to purchase the Property, on the terms and conditions set forth in Exhibit A; and
2. That the Chief Executive Officer of the Airport Board be and is hereby authorized to prepare and execute any documents on behalf of Spokane County and City of Spokane to purchase the Property.

ADOPTED by the Spokane City Council this _____ day of _____, 2022.

Terri L. Pfister, City Clerk

Approved as to form:

City Attorney

ADOPTED by the Board of County Commissioners of Spokane County, Washington this _____
day of _____, 2022.

Mary L. Kuney, Chair

ATTEST:

Al French, Vice-Chair

Ginna Vasquez
Clerk of the Board

Josh Kerns, Commissioner

EXHIBIT A

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,
DATED AS OF MAY 27, 2022,
BY AND BETWEEN SPOKANE AIRPORT AND ELIZABETH L. ATCHISON

**REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

This REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (“Agreement”) is made by and between ELIZABETH L. ATCHISON, a single individual (“Seller”), SPOKANE AIRPORT, by and through its Airport Board, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, and/or its assigns (“Buyer”), and SPOKANE COUNTY TITLE COMPANY (“Escrow Agent” or “Title Company”).

Seller is the owner of the following (collectively, the “Property”):

- A. Fee simple title to real property and improvements, located generally at 11208 West Electric Avenue, in Spokane County, Washington, as more particularly described on the attached Exhibit A (“Real Property”);
- B. Any and all rights and easements appurtenant to the Real Property;
- C. All licenses, permits, land use designations, approvals, various waivers or consents applicable to the Real Property (collectively, the “Permits”), to the extent transferable, issued or subject to the laws of the United States, the State of Washington, Spokane County, or other authority, department, commission, board, bureau, agency, unit, or instrumentality (collectively, the “Governmental Authorities” and each, a “Governmental Authority”); and
- D. All site plans, surveys, soil and substrata studies, environmental reports, engineering plans and studies, landscape plans and other plans, diagrams, or studies of any kind with respect to the Real Property.

Buyer desires to purchase and Seller desires to sell the Property, upon the terms and conditions hereinafter outlined.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

- 1. Agreement. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, upon the terms and conditions set forth in this Agreement.
- 2. Earnest Money. Within three (3) Business Days following the date that is the day the last of Seller and Buyer execute this Agreement (the “Effective Date”), Buyer shall deliver to Escrow Agent the sum of Five Thousand Dollars (\$5,000.00) by check as earnest money (“Earnest Money”) to be applied for the account of Buyer as a credit against the Purchase Price (as defined in Section 3, below). Escrow Agent hereby agrees to hold and disburse all Earnest Money as provided for in this Agreement. The Earnest Money will, at the option of Buyer, be invested in an interest-bearing account in order to accrue interest for the account of Buyer. When Escrow Agent disburses the Earnest Money as provided in this Agreement, any and all interest that has accrued thereon shall be disbursed to the party entitled to the Earnest Money. After Buyer delivers its Approval Notice (as defined in Section 4.7, below), the Earnest Money will be nonrefundable to Buyer except as otherwise provided in this Agreement. As used in this Agreement, the term “Business Day” means any day other than: (i) a Saturday, (ii) a Sunday, or (iii) days on which branches of national banks located in Spokane, Washington are closed.
- 3. Purchase Price. The purchase price (“Purchase Price”) for the Property will be Three Hundred Twenty Thousand Dollars (\$320,000.00). At Closing (as defined in Section 6.1, below), the Earnest Money will be credited to the Purchase Price and the remainder of the Purchase Price and any fees

and closing costs which Buyer is obligated to pay pursuant to this Agreement will be paid in Current Funds. As used in this Agreement, the term “Current Funds” means wire transfers, certified funds, or a cashier’s check in a form acceptable to Escrow Agent that would permit Escrow Agent to immediately disburse such funds.

4. Due Diligence Inspections and Title Review.

4.1 Investigation Period. As used in this Agreement, the term “Investigation Period” means that period of time commencing on the Effective Date and expiring at 5:00 p.m., local time in Spokane, Washington, ninety (90) days thereafter, or upon earlier termination of this Agreement.

4.2 Review of Diligence Materials. To the extent not previously provided to Buyer, Seller shall within two (2) Business Days following the Effective Date provide Buyer with (or make available for Buyer’s inspection) copies of, or electronic access to, all items that relate to the Property (to the extent the same are in Seller’s possession or control), including, without limitation, the following: environmental assessment reports; Seller’s disclosure statement in accordance with RCW 64.06.021; surveys; zoning documents; planning and/or engineering plans, studies or reports; soils investigation reports; seismic studies; any Permits; valuation notices and invoices for real property taxes, special assessments and any other fees, dues and taxes applicable to the Property for the past three (3) years; copies of any pending or threatened Claims (as defined in Section 4.3, below) or actions relating to the Property; governmental notices regarding uncured violations of laws or regulations; and any contracts and any other binding legal agreements, leases (including the files, amendments, riders, licenses and guarantees, if any) and similar agreements (collectively, the “Current Diligence Materials”). Prior to the expiration of the Investigation Period, Buyer may, in Buyer’s sole and absolute discretion and at Buyer’s sole cost and expense, obtain the following: (i) a Phase I environmental report (“Phase I”) relating to the Property (with the Phase II environmental report described below, if any, each an “Environmental Report”); (ii) a survey of the Property (“Survey”); and (iii) any home inspections, additional studies, reports or surveys that Buyer may elect, in Buyer’s sole and absolute discretion (collectively, the “Additional Studies”). If the Phase I indicates the need for a Phase II environmental report (“Phase II”), Buyer may obtain the Phase II. The Current Diligence Materials, the Environmental Reports, the Survey, and the Additional Studies are collectively referred to as the “Diligence Materials” in this Agreement. Seller shall cooperate in good faith with Buyer in connection with Buyer’s inspection, review and procurement of the Diligence Materials.

4.3 Entry on Property. Up to and through the Closing Date, if this Agreement has not been terminated, Buyer, and Buyer’s agents, employees and subcontractors, will have the right (upon twenty-four (24) hours prior verbal notice to Seller) to enter the Property to conduct such surveys, inspections, investigations and/or studies with respect to the Property as Buyer may elect, including, without limitation, intrusive, destructive or invasive testing, including soil borings, and the sampling of materials as part of any Environmental Reports. Buyer shall indemnify, defend and hold Seller and the Property free and harmless from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damage, losses, costs and expenses (including, without limitation, reasonable legal expenses and attorneys’ fees with respect to the same or to enforce this indemnity) (collectively, “Claims”) incurred by reason of or in connection with such entry or such surveys, inspections, investigations or studies; provided, however, that Buyer’s indemnification obligation will not extend to any Claims or liabilities arising out of the discovery of any preexisting conditions of the Property or diminution of value to the Property attributable to any such discovery; and further provided that under no circumstances shall Seller be able to recover exemplary, punitive, indirect, consequential or special damages. Buyer agrees to repair any and all damage caused to the Property due to Buyer’s entry thereon and to otherwise restore the Property to its original condition existing prior to such entry. Seller shall cooperate in

good faith with Buyer in connection with Buyer's physical inspection of the Property. The obligations of Buyer under this Section 4.3 will survive Closing or earlier termination of this Agreement.

4.4 No Liens or Interference. Buyer shall not permit, and shall indemnify, defend and hold harmless Seller for, from and against any and all Claims incurred by reason of or in connection with, any construction, mechanics or materialmen's liens or any other liens that attach to the Property or any portion thereof by reason of the performance of any work or the purchase of any materials by Buyer or any other party in connection with Buyer's inspection of the Property. The provisions of this Section 4.4 will survive Closing or earlier termination of this Agreement.

4.5 Review of Title.

(a) Title Commitment. Within two (2) Business Days of the Effective Date, Seller shall cause the Title Company to deliver a commitment for the Title Policy (as defined in Section 4.6, below) to Buyer. The commitment shall be accompanied by copies of all documents referred to in Schedule B of the commitment (the commitment and the documents are collectively referred to in this Agreement as the "Title Commitment").

(b) Objections. Buyer shall review the Title Commitment and may, on or prior to the expiration of the Investigation Period, provide Seller and Title Company with written notice of the title exceptions that are acceptable or objectionable to Buyer, in Buyer's sole and absolute discretion (each such objectionable matter or exception considered a "Disapproved Matter"). If Buyer timely notifies Seller and Title Company of any Disapproved Matters on or prior to expiration of the Investigation Period, Seller shall, within five (5) Business Days following Seller's receipt of Buyer's written notice of Disapproved Matters (the "Seller Title Response Period"), notify Buyer and Escrow Agent that: (i) Seller will remove or correct such Disapproved Matters as of or before the Closing, or (ii) Seller will not remove any or certain Disapproved Matters. If Seller does not respond within the Seller Title Response Period, Seller shall be deemed to have elected option (ii) above. If Seller elects, within its sole discretion, or is deemed to have elected not to eliminate those objections with reference to such Disapproved Matters, in form and substance acceptable to Buyer, in Buyer's sole and absolute discretion, Buyer may either (y) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, or (z) give written notice to Seller and Escrow Agent, agreeing to accept title to the Property subject to such Disapproved Matters, in which case such Disapproved Matters shall be Permitted Exceptions (as defined in Section 4.5(d), below). If Buyer fails to deliver written notice in accordance with (y) or (z) above, Buyer shall be deemed to have elected option (y) above, in which case this Agreement shall terminate on the day that is five (5) Business Days after at the expiration of the Seller Title Response Period.

(c) Supplements; Amendments. If the Title Company issues a supplement or amendment to the Title Commitment showing additional title exceptions (each, an "Amended Report"), Buyer will have ten (10) days from the date of receipt of each Amended Report and a copy of each document referred to in the Amended Report in which to give notice of its acceptance of or objection to additional title exceptions. If Buyer provides Seller and Escrow Agent with notice of the basis of objection of the status of Seller's title as shown on the Amended Report, Seller will have the option to cure such Disapproved Matters within five (5) days thereafter or prior to Closing, whichever is sooner. If Seller elects, within its sole discretion, not to timely eliminate the additional Disapproved Matters on or before Closing, in form and substance acceptable to Buyer, in its sole and absolute discretion, Buyer may either (i) terminate this Agreement by delivery

of written notice to Seller and Escrow Agent, or (ii) give written notice to Seller and Escrow Agent, agreeing to accept title to the Property subject to such additional Disapproved Matters. If Buyer fails to deliver written notice in accordance with (i) or (ii) above, Buyer shall be deemed to have elected option (i) above, in which case this Agreement shall terminate on the day that is the earlier to occur of (y) five (5) days after the date of receipt of the latest Amended Report, or (z) the scheduled Closing Date.

(d) Failure to Provide Written Acceptance. Any title matter that Buyer accepts in writing will be a “Permitted Exception.” Notwithstanding the foregoing, Buyer will not be required to disapprove or object to, and Seller covenants to remove as an encumbrance against title to the Property on or prior to Closing, any deeds of trust, monetary liens or monetary encumbrances (except for real property taxes and assessments not delinquent), and any exceptions for claims of liens for labor or materials furnished or supplied to the Property or any portion of the Property. If Buyer does not provide written acceptance of an exception to title as disclosed by the Title Commitment or an Amended Report within the applicable time period, Buyer will be deemed to have objected to such matter. If this Agreement is terminated due to Seller’s failure or inability to cure any Disapproved Matters under this Section 4.5, Escrow Agent shall immediately remit the Earnest Money to Buyer, together with any other funds, documents or instruments that Buyer has deposited with Escrow Agent, and neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

4.6 Title Policy. At the Closing, Seller shall convey to Buyer marketable and insurable fee simple title to the Real Property, subject only to the Permitted Exceptions, by the duly executed and acknowledged statutory warranty deed (“Deed”) in the form attached as Exhibit B. Evidence of delivery of marketable and insurable fee simple title will be the issuance by Title Company to Buyer of an ALTA standard owner’s policy of title insurance in the amount of the Purchase Price, insuring fee simple title to the Real Property in Buyer, subject only to Permitted Exceptions (“Title Policy”). Costs for such Title Policy will be allocated pursuant to Section 6.2(b).

4.7 Right to Terminate Prior to Expiration of Investigation Period. Notwithstanding anything contained in this Agreement to the contrary, Seller acknowledges and understands that Buyer may, prior to the expiration of the Investigation Period, notify Seller in writing that Buyer elects to terminate this Agreement as a result of any matter or no matter as determined by Buyer, in Buyer’s sole and absolute discretion. Seller acknowledges that Buyer has the right to so terminate this Agreement, regardless of whether Seller would be willing or able to cure any matter to which Buyer has objected. If Buyer elects, in its sole and absolute discretion, to proceed with this transaction, Buyer shall send a written approval notice to Seller and Escrow Agent on or before expiration of the Investigation Period (“Approval Notice”). If Buyer fails to send an Approval Notice to Seller and Escrow Agent by the expiration of the Investigation Period, Buyer will be deemed to have elected to terminate this Agreement. Buyer may also terminate this Agreement by sending written notice of termination to Seller on or before expiration of the Investigation Period. If this Agreement is terminated as provided in this Section, Escrow Agent shall immediately remit the Earnest Money to Buyer and neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement. After the Approval Notice is sent by Buyer, the Earnest Money will not be refundable to Buyer unless (i) Seller defaults under the terms and conditions of this Agreement, (ii) a condition to Closing for the benefit of Buyer is not satisfied or waived in writing by Buyer, or (iii) any other event occurs which entitles Buyer to the Earnest Money pursuant to the terms of this Agreement.

5. Conditions Precedent. Notwithstanding any provision of this Agreement to the contrary, Buyer's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

5.1 All of the documents required to be delivered by Seller to Buyer or Escrow Agent at Closing pursuant to the terms and conditions hereof shall have been delivered;

5.2 Each of the representations of Seller set forth in Section 7 shall be true in all respects as of the Closing Date;

5.3 At Closing, and subject only to Buyer's payment of the applicable additional premium, if any, the Title Company shall be irrevocably committed to issue the Title Policy in the form described herein;

5.4 Buyer shall have obtained written approval of this transaction from Buyer's Airport Board, and the City of Spokane and County of Spokane, acting through the City Council of the City of Spokane, and the Spokane County Board of Commissioners, respectively. Upon obtaining approval from all appropriate Governmental Authorities, Buyer shall promptly notify Seller of the same, and upon such receipt of notice of approval from Buyer to Seller, this condition shall be deemed satisfied;

5.5 Buyer has timely delivered the Approval Notice;

5.6 Neither the Property, Seller, nor Buyer shall be subject to any court or other similar action preventing, restraining, enjoining, or otherwise prohibiting the consummation of the transaction contemplated by this Agreement;

5.7 The due performance by Seller of each and every undertaking and agreement to be performed by Seller hereunder;

5.8 No Condemnation Event (as defined in Section 10, below) shall have occurred with respect to the Property following Buyer's delivery of the Approval Notice;

5.9 There has been no spill of Hazardous Substances on the Property that occurred after the expiration of the Investigation Period; and

5.10 Seller must have properly terminated all contracts and leases affecting the Property, if any, and the Property must be free and clear of all tenants and parties in possession.

If any condition specified in this Section 5 is not satisfied on or before Closing, Buyer may, at its option, (i) waive such condition on or before the Closing Date and proceed to Closing, (ii) terminate this Agreement by written notice thereof to Seller and receive a refund of the Earnest Money, or (iii) if the failure of the condition is due to a breach by Seller hereunder, pursue any of its remedies under Section 12 of this Agreement. By Closing the transaction contemplated hereby, Buyer shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in this Agreement, except for any obligation of Seller which specifically survives the Closing under the terms of this Agreement.

6. Closing.

6.1 Closing Date. The purchase and sale transaction contemplated in this Agreement will close (the "Closing") on the day ("Closing Date") that is one hundred twenty (120) days

following the date on which Buyer delivers the Approval Notice or upon such other date as the parties mutually agree.

6.2 Closing Costs and Prorations.

(a) Closing Fees. At Closing, Seller and Buyer shall each pay one-half (1/2) of the escrow fees. Any recording fees, Spokane County transfer tax, real estate excise tax, deed stamps, or similar property transfer taxes and fees will be the sole responsibility of Seller. Each party must pay its own attorneys' fees incurred with respect to this transaction.

(b) Title Policy. For the Title Policy, Seller shall pay the cost of an ALTA standard owner's title policy, and Buyer shall pay the additional cost necessary for any ALTA extended policy Buyer elects to acquire. Buyer shall also pay the cost of any and all endorsements to the Title Policy unless provided by Seller to clear a Disapproved Matter, in which case Seller shall be responsible for the cost of such endorsements.

(c) Taxes and Fees. Real estate taxes for the year of Closing shall be the sole responsibility of Seller. Seller acknowledges that Buyer does not pay real estate taxes and, as such, Seller is free to seek a refund for that portion of time in which real estate taxes were paid but not otherwise due and owing. Annual municipal or special district assessments (on the basis of the actual fiscal tax years for which such taxes are assessed), lienable water and sewer rentals, license, or permit and inspection fees, if any, will be apportioned as of the Closing Date between Buyer and Seller. If, on the day prior to the Closing Date, bills for the real estate taxes imposed upon the Property for the real estate tax year in which Closing occurs have been issued but have not been paid, such taxes shall be paid by Seller at the time of Closing.

(d) Preliminary Closing Statement. Seller and Buyer shall cooperate with Escrow Agent to prepare a preliminary closing statement ("Closing Statement"). All apportionments and prorations provided for in this Section 6.2 to be made as of the Closing Date will be made, on a per diem basis, as of 11:59 p.m. on the Closing Date. The preliminary Closing Statement and the apportionments or prorations reflected therein will be based upon actual figures to the extent available. If any of the apportionments or prorations cannot be calculated accurately based on actual figures on the Closing Date, then (other than with respect to determination of real estate taxes that will be computed as set forth in subsection 6.2(c)) they will be calculated based on Seller's and Buyer's good faith estimates thereof, subject to reconciliation as provided in the following Section.

(e) Post-Closing Reconciliation. If there is an error on the preliminary Closing Statement or, if after the actual figures are available as to any items that were estimated on the preliminary Closing Statement (including, without limitation, real estate taxes), it is determined that any actual proration or apportionment varies from the amount thereof reflected on the final Closing Statement, the proration or apportionment will be adjusted based on the actual figures as soon as feasible. Either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party.

(f) Other Costs and Survival. All other costs not addressed within this Section 6.2 shall be paid in accordance with the custom in Spokane County. The provisions of this Section 6.2 shall survive Closing.

6.3 Deliveries at Closing.

(a) Deliveries by Seller. At Closing, Seller shall execute and deliver all documents reasonably necessary to effect and complete the Closing, including, but not limited to, the following:

(1) The Deed, conveying to Buyer good and marketable fee simple title to the Property, free and clear of all liens, restrictions, and encumbrances, other than Permitted Exceptions.

(2) A counterpart original duly executed and completed real estate excise tax affidavit ("REETA").

(3) A non-foreign affidavit for purposes of compliance with Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations adopted thereunder.

(4) Such documentation as Escrow Agent may reasonably require, or may otherwise be required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(b) Deliveries by Buyer. On the Closing Date, Buyer shall execute and deliver all documents reasonably necessary to effect and complete the Closing, including, but not limited to, the following:

(1) The amounts required under Sections 3 and 6.2 in Current Funds.

(2) A counterpart original duly executed and completed REETA.

(3) Such documentation as Escrow Agent may reasonably require, or may otherwise be required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(c) Actions of Escrow Agent. When the foregoing provisions of this Section have been consummated, at the Closing the Escrow Agent shall:

(1) Prepare the Closing Statement and obtain signed copies from Seller and Buyer.

(2) Record the Deed.

(3) Deliver the balance of the Purchase Price in Current Funds to Seller, net of Seller's costs, fees, and proration.

(4) Issue and deliver the Title Policy to Buyer.

(5) Deliver the above referenced documents to the applicable party.

7. Representations and Warranties of Seller. In addition to the representations and warranties contained in other sections of this Agreement, Seller makes the representations and warranties to Buyer set forth in this Section 7. Each representation and warranty: (i) is material and relied upon by Buyer; (ii) is true in all respects as of the Effective Date; (iii) will be true in all respects on the Closing Date; and (iv) will

survive Closing for a period of one (1) year. For purposes of this Section 7, the phrase “Seller’s knowledge” and similar phrases shall mean and refer to the actual or constructive knowledge of Seller following due inquiry.

7.1 Binding Agreements/Authority/Conflicts. This Agreement and all exhibits and documents to be delivered by Seller pursuant to this Agreement have been duly executed and delivered by Seller and constitute the valid and binding obligations of Seller, enforceable in accordance with their terms. Seller has all necessary authority, and has taken all action necessary to enter into this Agreement to consummate the transactions contemplated hereby, and to perform its obligations hereunder. The execution, delivery, and performance of this Agreement will not conflict with or constitute a breach or default under (i) any material instrument, contract, or other agreement to which Seller is a party which affects the Property; or (ii) any statute or any regulation, order, judgment, or decree of any court or Governmental Authority.

7.2 Non-foreign Status. Pursuant to Section 1445 of the Code, Seller is not a foreign person or nonresident alien as defined within that Code section. Seller understands that the Buyer may disclose this warranty to the Internal Revenue Service.

7.3 Proceedings and Litigation. There are no existing suits, claims, proceedings or actions with respect to any aspect of the Property or the Seller, nor, to Seller’s knowledge, have any such actions, suits, proceedings or claims been threatened or asserted.

7.4 Condemnation; Access. There is no pending or, to Seller’s knowledge, threatened condemnation affecting the Property. There is no pending or, to Seller’s knowledge, threatened proceeding that would adversely affect access to the Property.

7.5 Seller Sole Owner. Seller is the sole fee owner of the Property and has good and marketable title thereto.

7.6 No Contracts and Commitments. Except for this Agreement, with respect to the Property, Seller is not a party to any other contract or agreement providing for the sale or other conveyance of any of the Property, or any portion thereof.

7.7 Seller’s Performance. Seller is not in default under any contract, lease or other agreement affecting the Property to which Seller is a party, and no event, condition or occurrence exists which, after notice or lapse of time, or both, would constitute such a default by Seller of any of the foregoing. Seller has furnished or made available to Buyer true and correct copies of all documents required to be delivered by Seller to Buyer pursuant to this Agreement, including without limitation, all Current Diligence Materials.

7.8 Title to Real Property. As of the Closing Date, the Property will be free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, assessments, covenants, conditions, and restrictions of any kind or character (including, without limitation, liens or claims for mortgages, or other title retention agreements, deeds of trust, security agreements, and pledges) except for the Permitted Exceptions.

7.9 Governmental Consents. No violations are or have been recorded in respect of any Permits and no proceedings are pending or otherwise threatened, concerning the revocation or limitation of any such Permit. There is no governmental or public action pending or threatened in writing, or, to Seller’s knowledge, otherwise threatened that would limit or affect operation of the Property.

7.10 Governmental Compliance. Seller has not received written notice of any violation of any statute, law, ordinance or regulation of any Governmental Authority that would require remedial action by Seller or would require repairs or alterations to the Property or any portion of the Property. To Seller's knowledge, the Property is not in violation of any statute, law, ordinance or regulation of any Governmental Authority.

7.11 Environmental/Hazardous Substances. To Seller's knowledge, no Hazardous Substances (defined below) have been discharged or stored on the Property. Seller has not received written notice of violation, administrative complaint, judicial complaint, or other notice (i) alleging that conditions on the Property are or have been in violation of any Environmental Law, (ii) informing Seller that the Property is subject to investigation or inquiry regarding the presence of Hazardous Substances on or about the Property, or (iii) alleging the potential violation of any Environmental Law.

As used in this Agreement, the term "Environmental Law" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. § 2601, *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. § 1101, *et seq.*; the Clean Air Act, 41 U.S.C. § 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, *et seq.*; The Safe Drinking Water Act, 41 U.S.C. § 300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. § 3251, *et seq.*; and any other federal, state or local law, statute, ordinance, or regulation now in effect or hereinafter enacted which pertains to health, industrial hygiene, or the regulation or protection of the environment, including without limitation, ambient air, soil, groundwater, surface water, or land use.

As used in this Agreement, the term "Hazardous Substance" means any chemical, material, waste, substance, controlled substance, pollutant, object, condition, contaminant, living organisms or any combination thereof which may or could pose a risk of injury or threat to health or the environment, including, without limitation: (i) those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminant" in or otherwise regulated by, any Environmental Law; (ii) those substances listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 17.101, including appendices and amendments thereto), or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) such other substances, materials, or wastes which are or become regulated or classified as hazardous or toxic under any Environmental Law; and (iv) any material, waste, or substance which is (A) petroleum or refined petroleum products; (B) asbestos in any form; (C) polychlorinated biphenyls; (D) flammable explosives; (E) radioactive materials; (F) radon; (G) lead; or (H) Mold. As used in this Agreement, the term "Mold" means any mold, mildew or fungi (living or dead) or their mycotoxins, spores or other byproducts present in a quantity, of a type, or in such manner, as to pose a potential risk to human health or a potential violation of any Environmental Laws or to indicate significant impairment to the structure where the mold, mildew, fungi or their mycotoxins, spores or other byproducts exist.

7.12 Bankruptcy or Insolvency. Seller is not insolvent, and Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in

writing its inability to pay its debts as they become due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

7.13 Anti-Terrorism Laws. Neither Seller nor any of its shareholders, officers or directors, is a “Prohibited Person” or “Specifically Designated National and Blocked Person” under the Anti-Terrorism Laws (hereinafter defined). As used herein, the term “Anti-Terrorism Laws” means any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates, orders and ordinances of any Governmental Authority relating to terrorism or money laundering including, without limiting the generality of the foregoing, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Pub. L. No. 107-56); the Trading with the Enemy Act (50 U.S.C.A. App. 1 *et seq.*); the International Emergency Economic Powers Act (50 U.S.C.A. § 1701-06); Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (relating to “Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism”) and the United States Treasury Department’s Office of Foreign Assets Control list of “Specifically Designated National and Blocked Persons” (as published from time to time in various mediums).

7.14 Brokers. Except as set forth in Section 13, no real estate broker or any other commission agents are owed fees or commissions with respect to the transaction contemplated in this Agreement.

7.15 Knowledge Representative. Seller is the most knowledgeable person with respect to all matters concerning the Property.

8. Covenants of Seller.

8.1 Normal Operations. From and after the Effective Date, Seller shall not: (i) execute, modify, terminate or approve any contracts or commitments or any kind affecting the Property or any interest therein without Buyer’s written approval, which may be granted or withheld in Buyer’s sole and absolute discretion; (ii) execute any leases affecting the Property; or (iii) encumber the Property with any liens, encumbrances or other instruments which appear on title or which secure a monetary obligation. Until possession is delivered to Buyer, Seller agrees, at its sole cost and expense, to maintain and keep the Property in not less than the same order and condition as on the Effective Date, and to operate the Property in the same manner as prior to the Effective Date as if Seller were retaining the Property.

8.2 Insurance. Until the Closing Date, Seller shall maintain substantially the same liability, casualty, and all other insurance on the Property, if any, as is in effect as of the Effective Date.

8.3 Indemnification. Except as specifically stated herein, Seller hereby agrees to indemnify, protect, defend, save and hold Buyer and Buyer’s officials, agents, employees and representatives, and the City and County of Spokane, their elected and appointed officials, agents, employees and representatives (“Buyer Indemnified Parties”) harmless from and against any and all Claims (i) arising from leases, contracts or other agreements entered into during Seller’s ownership of the Property and resulting from an occurrence prior to the Closing; (ii) arising from the ownership, operation, maintenance and management of the Property during Seller’s ownership and resulting from an occurrence prior to the Closing; and (iii) resulting from a breach by Seller of representations and warranties expressly made by Seller in this Agreement. The provisions of this Section 8.3 will survive Closing or the earlier termination of this Agreement.

8.4 Continuing Representations and Warranties. Until the Closing Date, promptly upon the occurrence of, or upon Seller becoming aware of an impending or threatened occurrence of, any event which would cause or constitute a material breach of this Agreement, or which would have caused or constituted a breach had such event occurred prior to the date hereof, of any of the representations or warranties of Seller contained in or referred to in this Agreement or in any exhibit to this Agreement, Seller shall give detailed written notice thereof to Buyer and shall use its reasonable efforts to prevent or promptly remedy the same.

9. Buyer's Representations and Warranties. In addition to the representations and warranties contained in other sections of this Agreement, Buyer makes the representations and warranties to Seller set forth in this Section 9. Each representation and warranty: (i) is material and relied upon by Seller; (ii) is true in all respects as of the Effective Date; (iii) unless noticed by Buyer to Seller, will be true in all respects on the Closing Date; and (iv) will survive Closing for a period of one (1) year.

9.1 Authority/Binding Agreements. Subject to Section 5.4, Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

9.2 AS IS. Except for the representations and warranties set forth in this Agreement, the Deed and in any document executed in connection with the transactions contemplated in this Agreement, Buyer is purchasing the Property AS IS, WHERE IS, AND WITH ALL FAULTS and, except as specifically stated herein, without any representations or warranties of any kind whatsoever, express or implied, by Seller.

9.3 Anti-Terrorism Laws. Neither Buyer nor any of its shareholders, officers or directors, is a "Prohibited Person" or "Specifically Designated National and Blocked Person" under the Anti-Terrorism Laws.

10. Condemnation. Risk of loss resulting from any condemnation or eminent domain proceeding that is commenced or has been threatened before Closing, and risk of loss to the Property due to fire, flood, or any other cause before Closing, will remain with Seller. Seller shall promptly notify Buyer in writing of any condemnation proceeding commenced or threatened with respect to the Property prior to Closing (any such event being referred to as a "Condemnation Event"). If any such Condemnation Event relates to or may result in the loss of any portion of the Property, then Buyer may elect, by notice to Seller within five (5) days after receipt of Seller's notice of such Condemnation Event, to terminate this Agreement, in which event the Earnest Money shall be immediately returned to Buyer and thereafter neither party shall have any further rights or obligations hereunder. If Buyer does not terminate this Agreement, then Buyer shall close escrow and shall accept such Property in its then condition and, upon the Closing, Seller shall assign to Buyer any compensation, awards, or other payments or relief Seller has received or is entitled to receive resulting from such condemnation proceeding.

11. Default by Buyer; Liquidated Damages. SHOULD THE PURCHASE AND SALE TRANSACTION CONTEMPLATED IN THIS AGREEMENT FAIL TO BE CONSUMMATED ACCORDING TO THE TERMS OF THIS AGREEMENT SOLELY BY REASON OF ANY DEFAULT OF BUYER, SELLER WILL BE RELIEVED OF ANY OBLIGATION TO SELL THE PROPERTY TO BUYER, SELLER WILL NOT HAVE ANY RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT, AND, AS SELLER'S SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY FOR SUCH DEFAULT, THE EARNEST MONEY WILL BE IMMEDIATELY DISBURSED AND RETAINED BY SELLER AS LIQUIDATED DAMAGES AND AS CONSIDERATION FOR SELLER KEEPING THE PROPERTY OFF OF THE MARKET FOR SALE

TO OTHERS. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT SELLER MIGHT SUFFER IN THE EVENT OF BUYER'S DEFAULT HEREUNDER. BUYER AND SELLER AGREE THAT THE AMOUNT OF LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION IS A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES.

Seller's Initials  Buyer's Initials: _____

12. Default by Seller; Remedies. If Seller is unable to convey title, subject to and in accordance with this Agreement, Buyer may, at its election (i) obtain a prompt refund of the Earnest Money plus its actual, documented, out-of-pocket third-party costs and expenses for Diligence Materials (e.g., legal, Survey, appraisal, Environmental Reports); (ii) bring an action for specific performance; and/or (iii) pursue any other rights or remedies available at law or in equity.

13. Brokerage. Neither Buyer nor Seller have utilized the services of a broker. Seller and Buyer hereby agree to indemnify and hold each other harmless for, from and against any and all Claims incurred by reason of or in connection with any claim for fees, compensation, or other charges relating in any way to the transaction contemplated in this Agreement, or the consummation thereof, which may be made by any other person, firm, or entity as the result of any acts of Seller or Buyer or their respective representatives. The obligations of the parties under this Section 13 will survive Closing.

14. Miscellaneous.

14.1 Attorneys' Fees. Should any party hereto bring any action against any other party related in any way to this Agreement, the substantially prevailing party will be awarded its or their reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, hiring of experts or advice in connection with such action, and any such attorneys' fees or costs for executing upon or appealing any judgment.

14.2 Escrow Agent. Escrow Agent hereby accepts its designation as Escrow Agent under this Agreement and agrees to hold and disburse the Earnest Money as provided in this Agreement. The provisions hereof will constitute joint instructions to the Escrow Agent to consummate the purchase in accordance with the terms and provisions hereof; provided, however, that the parties shall execute such additional escrow instructions, not inconsistent with the provisions hereof, as may be deemed reasonably necessary to carry out the intentions of the parties as expressed herein. The provisions of this Section will survive the Closing or termination of this Agreement.

14.3 Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person, (ii) upon email transmission, provided a copy of any notice given by email transmission is also subsequently mailed to the receiving party in accordance with the terms of this Section 14.3, (iii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iv) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

TO OTHERS. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT SELLER MIGHT SUFFER IN THE EVENT OF BUYER'S DEFAULT HEREUNDER. BUYER AND SELLER AGREE THAT THE AMOUNT OF LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION IS A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES.

Seller's Initials: _____

Buyer's Initials: LJK

12. Default by Seller; Remedies. If Seller is unable to convey title, subject to and in accordance with this Agreement, Buyer may, at its election (i) obtain a prompt refund of the Earnest Money plus its actual, documented, out-of-pocket third-party costs and expenses for Diligence Materials (e.g., legal, Survey, appraisal, Environmental Reports); (ii) bring an action for specific performance; and/or (iii) pursue any other rights or remedies available at law or in equity.

13. Brokerage. Neither Buyer nor Seller have utilized the services of a broker. Seller and Buyer hereby agree to indemnify and hold each other harmless for, from and against any and all Claims incurred by reason of or in connection with any claim for fees, compensation, or other charges relating in any way to the transaction contemplated in this Agreement, or the consummation thereof, which may be made by any other person, firm, or entity as the result of any acts of Seller or Buyer or their respective representatives. The obligations of the parties under this Section 13 will survive Closing.

14. Miscellaneous.

14.1 Attorneys' Fees. Should any party hereto bring any action against any other party related in any way to this Agreement, the substantially prevailing party will be awarded its or their reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, hiring of experts or advice in connection with such action, and any such attorneys' fees or costs for executing upon or appealing any judgment.

14.2 Escrow Agent. Escrow Agent hereby accepts its designation as Escrow Agent under this Agreement and agrees to hold and disburse the Earnest Money as provided in this Agreement. The provisions hereof will constitute joint instructions to the Escrow Agent to consummate the purchase in accordance with the terms and provisions hereof; provided, however, that the parties shall execute such additional escrow instructions, not inconsistent with the provisions hereof, as may be deemed reasonably necessary to carry out the intentions of the parties as expressed herein. The provisions of this Section will survive the Closing or termination of this Agreement.

14.3 Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person, (ii) upon email transmission, provided a copy of any notice given by email transmission is also subsequently mailed to the receiving party in accordance with the terms of this Section 14.3, (iii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iv) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Buyer: Spokane Airport
c/o Airport Board
Attn: Lawrence J. Krauter
9000 West Airport Drive, Suite 204
Spokane, Washington 99224
Email: lkrauter@spokaneairports.net

with a copy to: Spokane Airport
Attn: Brian Werst, Esq.
9000 West Airport Drive, Suite 204
Spokane, WA 99224
Email: bwerst@workwith.com

and a copy to: Lukins & Annis, P.S.
Attn: Tyler J. Black
717 West Sprague Avenue, Suite 1600
Spokane, Washington 99201
Email: tblack@lukins.com

If to Seller: Elizabeth L. Atchison
11208 West Electric Avenue
Spokane, Washington 99224
Email: _____

If to Escrow Agent: Spokane County Title
Attn: Keith Newell
1010 North Normandie, Suite 100
Spokane, Washington 99201
Email: keith@spokanetitle.com

14.4 Governing Law/Venue. The laws of the State of Washington govern the enforcement, and interpretation of this Agreement. The venue for any action related to this Agreement shall be in Spokane County, Washington.

14.5 Integration; Modification; Waiver. This Agreement, exhibits, and closing documents executed and delivered pursuant to this Agreement constitute the complete and final expression of the agreement of the parties relating to the Property. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the parties.

14.6 Counterpart Execution. This Agreement may be executed in any number of separate counterparts, and by any electronically transmittable means (e.g., facsimile, scanned .pdf, and/or via any electronic signature software technology, such as DocuSign), each of which counterpart signature, when so executed and delivered, will be deemed an original, and all of such counterparts shall constitute one and the same instrument.

14.7 Headings; Construction. The headings used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be construed to include any other gender, and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise. The words “herein,” “hereof,” “hereunder,” and other similar compounds of the word “here” when used in this Agreement refer to the entire Agreement and not to any particular provision or section.

14.8 Deadlines and Dates. Any deadline, unless otherwise set forth in this Agreement, will expire at 5:00 p.m., local time in Spokane, Washington. Should any deadline or date in this Agreement fall on a day other than a Business Day, such deadline or date will be extended until 5:00 p.m., local time in Spokane, Washington, on the next Business Day; provided that, if a Closing would be scheduled to occur on a Saturday, Sunday or holiday or the first Business Day after a Saturday, Sunday or holiday, that Closing shall be delayed until the second Business Day after such Saturday, Sunday or holiday. The time periods in this Agreement shall be computed by excluding the first day of such period and including the last day of such period.

14.9 Severability. If for any reason any provision of this Agreement, or the applicability of any such provision to a specific situation, is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be modified or deemed modified to the minimum extent necessary to make such provision valid and enforceable with applicable law and, in its modified form, such provision will then be enforceable and enforced.

14.10 Time of the Essence. Time is of the essence of this Agreement and of the obligations of the parties to purchase and sell the Property, it being acknowledged and agreed by and between the parties that any delay in effecting a closing pursuant to this Agreement may result in loss or damage to the party in full compliance with its obligations hereunder.

14.11 Binding Effect. This Agreement is binding upon and inures to the benefit of Seller and Buyer, and their respective successors and permitted assigns.

14.12 Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated in this Agreement.

14.13 Assignment. Buyer, at or before Closing, may assign its rights and obligations under this Agreement to a newly formed special purpose entity controlled by Buyer, which will replace the Buyer identified above and will become solely liable to Seller under this Agreement. Seller may not assign its rights or obligations under this Agreement to any entity or person.

14.14 1031 Exchange. The parties agree to cooperate with each other for the purpose of effecting a tax-deferred exchange pursuant to Code Section 1031; provided that any such exchange shall not delay Closing. Seller and Buyer will not incur any additional liability or financial obligation as a consequence of such other party's contemplated exchange, and Buyer and Seller agree to defend and hold each other harmless for, from and against any Claims that may arise from the participation therein.

14.15 Sole Discretion. Where either party hereto is given the right to exercise its sole and absolute discretion, neither the other party nor any court, arbitrator, third party, or board will have the right to challenge said exercise, whether reasonable or unreasonable, on any grounds whatsoever.

14.16 Disclaimer – Preparation of Agreement. This Agreement has been negotiated by the parties. Buyer and Seller agree that no presumption will apply in favor or against any party in respect of the interpretation or enforcement of this Agreement. Each party is advised to have this Agreement reviewed by independent legal and tax counsel prior to its execution. By executing this Agreement, each party represents that: (i) it has read and understands this Agreement; (ii) it has

had the opportunity to obtain independent legal and tax advice regarding this Agreement; and (iii) it has obtained such independent advice or has freely elected not to do so.

[signature page follows]


IN WITNESS WHEREOF, the parties have executed the foregoing Agreement as of the date written on this signature page.

BUYER:

SELLER:

SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington

ELIZABETH L. ATCHISON

By: 
Name: Lawrence J. Krauter
Its: Chief Executive Officer
Date: 5/27/2022

Date: _____

Approved as to form and content:

Brian Werst, General Counsel

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement as of the date written on this signature page.

BUYER:

SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington

By: _____
Name: Lawrence J. Krauter
Its: Chief Executive Officer
Date: _____

SELLER:


ELIZABETH L. ATCHISON

Date: 5-27-22

Approved as to form and content:

Brian Werst, General Counsel

This Real Property Purchase and Sale Agreement and Escrow Instructions, together with the Earnest Money deposit, is hereby acknowledged and accepted and the escrow is opened as of _____, 2022. Escrow Agent hereby agrees to act as “the person responsible for closing” the purchase and sale transaction contemplated in this Agreement within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

SPOKANE COUNTY TITLE

By: _____
Name: Keith Newell
Title: _____

EXHIBIT A
LEGAL DESCRIPTION

TRACT "A," SP-88-558, AS PER PLAT RECORDED IN VOLUME 6 OF SHORT PLATS, PAGE 27,
UNDER AUDITOR'S FILE NO. 8903080189;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

EXHIBIT B

STATUTORY WARRANTY DEED

Filed for Record at Request of and
copy returned to:

Lukins & Annis, P.S.
717 W. Sprague Avenue, Suite 1600
Spokane, WA 99201
Attn: Tyler J. Black, Esq.

Abbreviated Legal Description:
Assessor's Parcel Number:

STATUTORY WARRANTY DEED

The Grantor, ELIZABETH L. ATCHISON, a single individual, for and in consideration of Ten Dollars (\$10.00) in hand paid, conveys and warrants to the CITY OF SPOKANE and SPOKANE COUNTY, as tenants in common, for Spokane Airport, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, the following real estate legally described on Exhibit A attached hereto and by this reference incorporated herein, situated in the County of Spokane, State of Washington; subject only to the permitted exceptions described on Exhibit B attached hereto.

[signature and acknowledgement page follows]

DATED this ____ day of _____, 2022.

 Exhibit – Do Not Execute
ELIZABETH L. ATCHISON

STATE OF WASHINGTON)

COUNTY OF _____)

On _____ before me, _____, personally appeared ELIZABETH L. ATCHISON, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same as her free and voluntary act for the uses and purposes therein mentioned.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [Seal]

Exhibit A
To Statutory Warranty Deed
Legal Description

TRACT "A," SP-88-558, AS PER PLAT RECORDED IN VOLUME 6 OF SHORT PLATS, PAGE 27,
UNDER AUDITOR'S FILE NO. 8903080189;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

Exhibit B
To Statutory Warranty Deed
Permitted Exceptions

[To be agreed upon prior to the expiration of the Seller Title Response Period]

40 - SNAP Contract Renewal_UHelp Admin

Morse, Corin

April of 2020, OPR 2020-0379: SNAP and the City of Spokane partnered to assist citizens in the qualification process of UHelp funds towards past due utility bills. Since the entering the contract, the total number of approved UHelp vouchers has been 2,620 customers or \$346,799 in funding applied to accounts. The existing contract will expire as of 12/31/2022 and the maximum number of extensions has been exhausted.

For Information

Attachments

[Briefing Paper - UHelp Admin Contract Renewal SNAP 11.16.22.docx](#)

[CONTRACT - OPR 2020-0379 SNAP COVID19 3.2020.pdf](#)

Committee Agenda Sheet

Public Infrastructure and Environment

| | |
|---------------------------------|---|
| Submitting Department | Public Works and Utilities |
| Contact Name & Phone | Corin Morse, Utilities Billing and Collections Manager |
| Contact Email | cmorse@spokanecity.org |
| Council Sponsor(s) | Council Member Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 Minutes |
| Agenda Item Name | SNAP Contract Renewal – UHELP Administration |
| Summary (Background) | <p>April of 2020, OPR 2020-0379: SNAP and the City of Spokane partnered to assist citizens in the qualification process of UHelp funds towards past due utility bills.</p> <p>Since the entering the contract, the total number of approved UHelp vouchers has been 2,620 customers or \$346,799 in funding applied to accounts.</p> <p>The existing contract will expire as of 12/31/2022 and the maximum number of extensions has been exhausted.</p> <p>Compensation for the work performed, is equal to 10% of the awards provided to City utility customers.</p> |

| | |
|--|--------------------------------------|
| Proposed Council Action & Date: | Contract Approval, November 28, 2022 |
| <p>Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> | |
| Operations Impacts | |
| <p>What impacts would the proposal have on historically excluded communities?</p> <p>N/A</p> | |
| <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A</p> | |
| <p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>Ongoing review of delinquencies.</p> | |
| <p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>To help residents struggling with financial hardship to pay down their past due balances, avoid late fees and ultimately water shut offs.</p> | |



City of Spokane

Minor Contract Summary

OPR # 2020-0379
 Cross Ref _____
 Destruct Date 1-1-2027
 Clerk's Dist. 04-09-2020

Incomplete submissions will be returned to the Department until all requirements are met.
 (Summary to be printed on blue paper)

Department Name Utility Billing **RECEIVED** New Contract
 Department Project # _____ **APR 02 2020** CR # _____
 Date: April 2, 2020

Contractor/Consultant

Name: Spokane Neighborhood Action Program CITY CLERK'S OFFICE
 Address: 3102 W. Fort Wright Drive Remittance Address: Same
 City, State, Zip: Spokane, WA 992224 City, State, Zip: _____

Summary of Services

MOU and Agreement with SNAP to administer a portion of the City's U-Help Program in partnership with Project Share. Compensation will be equal to 10% of the awards provided to City utility customers.

Amount: _____ Budget Code: 5200-30210-38141-54201-99999
 Amount: _____ Budget Code: _____
 Maximum Amount: _____
 Beginning Date: 03/31/2020 Expiration Date: 08/31/2020 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.)
- Insurance Certificate (attach to the contract)
- City Business Registration (attach verification that a current business license number exists)
- If Public Works Contract, Contractor has been notified of State Law requirements.
- Grant Related (if the contract is grant related, the Grants Management Department must sign below)
- Vendor is already set up for ACH payments or the *Accounts Payable Vendor ACH Enrollment Form* has been submitted to Accounting. Do not attach ACH form to the contract documents.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: Rose Hulvey
 Funds are available in the appropriate budget account

| | | |
|-----------------------------|---------------------------------------|-------------------------|
| Accountant | <u>Angela Allen-More</u> Signature | <u>4-2-2020</u> Date |
| Department Head | <u>Charles C. Fusi</u> Signature | <u>4-2-2020</u> Date |
| Other | _____ Signature | _____ Date |
| Grants Mgt. (if applicable) | _____ Signature | _____ Date |

Distribution List

Contractor E-mail: Weltz@SNAPWA.org; Honekamp@SNAPWA.org Andrew Duffey, Accounting
 Dept. Contact E-mail: mfeist@spokane-city.org; smsimmons@spokane-city.org Taxes and Licenses
eschoedel@spokane-city.org; cmorse@spokane-city.org;

MEMORANDUM OF UNDERSTANDING & AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING and AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SPOKANE NEIGHBORHOOD ACTION PROGRAM, a 501(c)(3) non-profit corporation, whose address is 3102 W Fort Wright Drive Spokane, Washington 99224, as "SNAP".

WHEREAS, the Washington State Constitution Article 8, Section 7 permits "support of the poor or infirmed; and

WHEREAS, the City currently provides limited available financial assistance to low-income persons having difficulties paying their City utility bills through the U-Help Program as established in chapter 13.09 of the Spokane Municipal Code (SMC); and

WHEREAS, on February 29, 2020, Washington State Governor Jay Inslee issued a proclamation declaring a State of Emergency in all counties of the state of Washington in response to new cases of COVID-19 and has subsequently amended his proclamations to require all non-essential persons remain in their homes; and

WHEREAS, on March 16, 2020, Mayor Nadine Woodward, of the City of Spokane issued a Declaration of Civil Emergency or Disaster due to the COVID-19 pandemic. This declaration was ratified by the Spokane City Council on March 16, 2020; and

WHEREAS, as the work to slow the spread of COVID-19 continues, the City's households and customers may be facing financial hardships. Widespread temporary closures of businesses and schools are already taking a toll on the financial resources of customers; and

WHEREAS, the City of Spokane, Project Share and Avista have formed a new partnership designed to increase direct financial support for those who need it most. The partnership will leverage existing financial programs to assist eligible low-income customers—Project Share for energy bills and U-Help for City utilities bills; and

WHEREAS, this partnership is intended to last 60 days, with the option of renewal up to 6 months; and

WHEREAS, Spokane Neighborhood Action Program (SNAP) currently operates the Project Share Program for energy bill assistance and has the desire, experience, and capability to assist the City in this partnership endeavor; -- Now, Therefore,

The Parties hereby agree as follows:

1. RESPONSIBILITIES OF SNAP. SNAP will administer the portion of the City's U-Help Program in partnership with its Project Share program as follows:

- a. Conduct eligibility assessment for all clients identifying as a City of Spokane utilities customer needing assistance pursuant to the Guidelines attached as Exhibit "A".
 - i. All recipients of U-Help funds must be a City of Spokane Utility customer. Award is limited to City services only.
- b. Contact the City via phone to verify customer has meet qualifications prescribed by the City for U-Help assistance and verify client service account. (i.e. whether client receives water, sewer and/or solid waste services from the City.)
- c. Once customer is approved for U-Help assistance, contact the City utility billing section via phone to make pledge on behalf of the client.
- d. Complete U-help voucher for customer.
- e. Provide the City on a weekly basis regular data on number of applicants, awards given and total amount awarded.
- f. Track customer information and U-Help assistance utilization in an effort to monitor annual financial assistance requirement.
- g. Maintain the confidentiality of financial and other personal information provided by customers.

2. RESPONSIBILITIES OF THE CITY.

- h. Provide U-Help customer eligibility requirements in the form of Program Guidelines.
- i. Refer customer's needing utility assistance for utility bills due to COVID-19 to SNAP for U-Help application assistance during the time this MOU is effective.
- j. Make adjustment on customer's accounts upon receipt of verification voucher from SNAP.
- k. Confirm and verify recipient is City utility customer and services received, i.e. water, sewer, and/or solid waste service.
- l. Maintain the U-Help contributions from public and private sources in a separate account within the City Utility Billing Department.

- m. City contributions toward the program will be impacted by funds available in the U Help program. The City will advise SNAP on the availability of funds for the program, based on weekly award data.
- n. The City will operate and promote a donation site to seek additional funding for utility assistance.

3. PROJECT CRITERIA. Attachment "A" is incorporate herein as Project Criteria. Additional criteria for U-Help assistance are as follows:

- a. Recipients must be City of Spokane utility customer.
- b. Award is limited to a maximum of one month's typical City of Spokane utility bill, not to exceed the total sum of \$131.39 to offset City utility billings.
- c. Award will be a credit on City utility bill against charges incurred.

4. TERM. This Memorandum and Agreement shall begin on March 31, 2020, and be in effect for 60 days. The Parties, by mutual written agreement, may extend this Memorandum and Agreement for an additional 60 days. The maximum term shall be limited to six (6) months, or no later than August 31, 2020

5. COMPENSATION. The City agrees to compensate SNAP an amount equal to 10% of the awards provided to City utility customers.

6. TERMINATION. Either party may terminate this memorandum, with or without cause, by ten (10) days' written notice to the other party.

7. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor – employer relationship will be created by this agreement.

9. INDEMNIFICATION.

- A. SNAP shall indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of SNAP's performance of this memorandum, except to the extent of those claims arising from the negligence of the City, its officers and employees.
- B. The City shall indemnify and hold harmless SNAP, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the City's performance of this memorandum, except to the extent of those claims arising from the negligence of SNAP, its officers and employees.

10. INSURANCE. During the term of the memorandum, SNAP shall maintain in force at its own expense, the following types and amounts of insurance:

- 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;
- 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
- 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 owned, hired or non-owned vehicles.

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

11. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this memorandum because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

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

13. AUDIT / RECORDS. SNAP shall maintain for a minimum of three (3) years following the term of this memorandum all records related to its performance of the memorandum. SNAP shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such record.

Dated: 3/31/20

CITY OF SPOKANE

By: Scott Simmons
Title: Public Works Director

Attest:

Approved as to form:

[Signature]
City Clerk

[Signature]
Assistant City Attorney

Dated: _____

SNAP

City of Spokane Business License No.

600615613-001-0001

Email Address, if available:

Honekamp@snapwa.org



By: [Signature]
Title: CEO

41 - Executive Session

Executive Session may be held or reconvened during any Public Infrastructure, Environment and Sustainability meeting.

42 - Adjournment

43 - Next Meeting

The next meeting of the Public Infrastructure, Environment & Sustainability Committee will be held at 1:15 p.m. on January 30, 2023, in order to accommodate the Finance & Administration Committee holding their meeting on January 23.