

STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment, and Sustainability
June 28, 2021

Committee members present in person, phone or video

Council President Breean Beggs, Committee Chair
Council Member Michael Cathcart, Vice Committee Chair
Council Member Lori Kinnear
Council Member Karen Stratton
Council Member Betsy Wilkerson

Committee members absent

Council Member Kate Burke
Council Member Candace Mumm

Council Member Cathcart called the meeting to order at 1:17 p.m.
The meeting may be view at: <https://vimeo.com/568641783>

Review and approval of minutes

Council Member Cathcart asked for a motion to approve the [minutes of May 24, 2021 meeting](#).

- Action taken
- Council Member Wilkerson moved to approve the minutes of the May 24, 2021 meeting as presented; the motion was seconded by Council Member Stratton.

Discussion items – Items were presented in a different order than reflected in the agenda and minutes.

A. Council Requests

1. Consent items for discussion
2. Legislative update (if needed)

B. Staff Requests

1. Long-term water planning work

Katherine Miller presented an update on the long-term water planning project. The city's water system plan is required to be updated periodically. The Department of Health requires the next update to be approved January 2023. The update will include a description of the water system, water conservation, system analysis, source water protection, and operations and maintenance. Staff will update council regularly throughout the plan update process. A work schedule spanning 2021 through a small portion of 2023 was presented. There are four studies to be released, including: 1) water model calibration; 2) future water flow; 3) link utilities strategy and engagement for water; and 4) water system optimization. The future

water flow study was awarded to HDR in June. Katherine explained projected water use savings cannot be used in the water system capacity analysis. Once the savings have been achieved and documented, the city will submit a WSP amendment to the Department of Health for approval, or a capacity analysis will be prepared by a licensed professional engineer justifying an increase in capacity based on WUE savings achieved.

2. [West Plains annexation area solid waste equipment](#)

Dustin Bender presented an overview of the transition from Sunshine Disposal to city solid waste disposal service in the West Plains annexation area. The city's franchise agreement with Sunshine which began in 2012 will expire Jan. 1, 2022. Equipment will need to be purchased in order to cover this additional service area. This area has approximately 40 residential customers and 51 commercial clients, including the airport and their tenants. Notifications and outreach to those impacted are scheduled for late summer/early fall.

3. Peaceful Valley landslide update

Kyle Twohig presented an update relating to the Peaceful Valley landslide which occurred in January/February. Engineers continue to monitor the Browne's Addition hillside near Clarke and Elm streets. The city buttressed the retaining wall in efforts to prevent a collapse and to allow time to develop a long-term solution. Analysis is being conducted on the layers of soil and staff is continuing their subsurface investigation. The freeze which followed the initial slide followed by drought conditions have played a part in reducing the rate of movement of the hillside. Kyle explained very little movement is taking place at this time. He said the instable condition in the area dates back decades, including slides in the 1950s and the 1980s. Kyle explained there are opportunities for soil and drainage improvements which could help stabilize this area by changing the subsurface geology of the hillside. Staff is coordinating alteration of the South Gorge Trail project as to avoid major project delays on the trail. While the entire project to stabilize the hillside is not expected to be completed by winter, Kyle said work to stabilize the structural capacity of the soil can be completed before Spokane's wet season in the winter. He also anticipates reopening Clarke before winter. There is a possibility about 400 feet of sidewalk may need to be eliminated on the hill side of the project.

4. [Ray-Freya alternatives analysis](#)

Inga Note presented an overview on the Ray-Freya Alternatives Analysis. When the Ray-Freya crossover project was removed from the Comprehensive Plan's Arterial Street Map, the city added a study to identify alternative capacity improvements in the area. David Evans and Associates consulting firm was hired in late 2019 to perform the analysis. The work to date has included analysis of four alternatives and the original concept, release of a storymap and two surveys to the public, and online public meetings held Feb. 17 and June 16. Staff has also developed a list of bicycle and pedestrian improvements for the area. Staff presented the latest analysis results and public feedback.

5. [Cochran Basin construction contracts](#)

Kyle Twohig presented an overview of the Cochran Basin construction contracts. The Cochran storm drainage basin covers approximately 5,300 acres in northeast Spokane, generally bounded on the west by Alberta Street, on the north by Francis Avenue on the east by Market Street and on the south by Montgomery Street. Stormwater from this basin currently flows untreated to the Spokane River at the northwest end of the TJ Meenach Bridge. For several years, the city has been seeking and has now acquired funding necessary to correct this issue.

6. [Airport joint resolution for the sale of approximately 1 Acre to WSDOT for construction of Geiger roundabout](#)

Todd Woodward and Larry Krauter presented an overview of the Spokane Airport joint resolution for the sale of approximately one acre to WSDOT for construction of the Geiger roundabout. Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, Spokane County and the city of Spokane must approve the acquisition, sale, and transfer or disposal of real property.

7. [Airport joint resolution for the sale of approximately 3.7 acres to West Plains Development, LLC](#)

Todd Woodward and Larry Krauter presented an overview of the airport joint resolution for the sale of about 3.7 acres to West Plains Development. Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, the county and the city must approve the acquisition, sale, and transfer or disposal of real property.

8. [Neptune Water Meters, Registers & Parts value blanket renewal](#)

Steve Burns presented an overview of the Neptune Water Meters, Registers & Parts value blanket renewal. Council approval of a five-year master contract with Industrial Welding Co. Inc. and a five-year master contract with Mfg Precision for on-call miscellaneous welding-fabrication services, to include hydraulic cylinder repair and machine shop services. One bid was received by the May 4 closing deadline and the value blanket order was awarded to Neptune Technology Group as the responsive bidder of lowest cost.

Strategic Plan Session

A. Priority Strategy 1. Rapidly accelerating street pavement maintenance projects

- No report for this meeting.

B. Priority Strategy 2. Repurposing public property to stimulate private investment

- No report for this meeting.

C. Priority Strategy 3. Sustainable city

- No report for this meeting.

Consent items

1. Grant easement with Fairchild Air Force Base for sanitary sewer (Wastewater Collections)
2. Amended and restated Interlocal Agreement between Spokane and Airway Heights for sewer service to the Exotic Metal Property (Riverside Park Water Reclamation Facility)
3. Multijurisdictional agreement with Airway Heights for industrial pretreatment programs (Riverside Park Water Reclamation Facility)
4. Dixon Resources Unlimited contract extension for downtown parking study (Parking Services)
5. Shamrock Paving contract for on-call Public Works maintenance (Water & Hydroelectric Services)
6. Olin Chlor Alkali Products and Vinyls contract renewal to supply liquid sodium hypochlorite (Riverside Park Water Reclamation Facility)
7. HDR contract amendment for the Wastewater Collection SCADA Project (Integrated Capital Management)
8. Continuum of Care (CoC) Program grant award (Community, Housing & Human Services)
9. Treasury Emergency Rent Assistance 2 (ERA2) grant acceptance and subgrant allocation (Community, Housing & Human Services)
10. COVID-19 Supplemental ESG Award (Community, Housing & Human Services)
11. North River Drive sidewalk project (Engineering Services)
12. Ermina and Greene signal revision project (Engineering Services)
13. 5-year master contracts for on-call miscellaneous welding-fabrication services (Fleet Services and Solid Waste Collections)

Executive session

None.

Adjournment

The meeting adjourned at 2:47 p.m.

Prepared by:

Pamela Clarke

Approved by:



Chair

STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment, and Sustainability
May 24, 2021

Committee members present in person, phone or video

Council President Breean Beggs, Committee Chair
Council Member Michael Cathcart, Vice Committee Chair
Council Member Lori Kinnear
Council Member Karen Stratton
Council Member Betsy Wilkerson

Committee members absent

Council Member Kate Burke
Council Member Candace Mumm

Council President Beggs called the meeting to order at 1:16 p.m.
The meeting may be view at: <https://vimeo.com/554508954>

Review and approval of minutes

Council President Beggs asked for a motion to approve the minutes of April 26, 2021 meeting.

- Action taken
- Council Member Cathcart moved to approve the minutes of the April 26, 2021 meeting as presented; the motion was seconded by Council Member Wilkerson.

Discussion items – Council and staff request discussion items were presented in a different order than reflected in the agenda and minutes.

A. Council Requests

1. Consent items for discussion
2. Legislative update
3. Citizens Transportation Advisory Board ordinance update
Shauna Harshman presented an update on the CTAB ordinance which will create a new section of the SMC to help clarify membership, terms and duties and functions of the advisory board. The purpose of the update is to: 1) update plan references; 2) remove dates from code to minimize ongoing updates; 3) use performance outcomes to accomplish goals; 4) resolve conflicting CTAB ordinances; 5) increase the diversity of perspectives on CTAB; and 6) clarify duties and functions. The CTAB has not been formalized in the SMC, but has been governed by conflicting resolutions, which have caused confusion for CTAB council staff. This ordinance update is designed to rectify these issues.
4. Retail water service area amendment

Eldon Brown and Elizabeth Schoedel presented the retail water service area amendment which would allow city water service to parcels located outside the Urban Growth Area (UGA), outside the City's Retail Water Service (RWS) Area, but inside the city's Future Water Service Area. There are four criteria under consideration in evaluating these parcels for water service. These include: 1) is water available in a timely and reasonable manner; 2) are there sufficient water rights available; 3) is there sufficient capacity to serve; and 4) is it consistent with requirements of local plans and regulations. Eldon reviewed the applications and explained which of the appropriate criteria applied to each request. Locations where water service applications have been received include: 1) a facility in the Glenrose Prairie area that will provide public parks and recreation services; 2) various parcels zones for single-home dwellings on Five Mile Prairie; 3) a property which operates an existing farm; and 4) various parcels located in Spokane County. The resolution must come to a public hearing before it is presented to City Council for approval.

5. Waste to Energy resolution

Council President Beggs presented a proposed resolution using power agreement financial benefits from the Waste to Energy facility to plan for a transition to less carbon intensive waste management strategies. Recently passed state legislation prohibits electric power companies from entering into Power Purchase Agreements (PPA) longer than five years for certain types of generation, including the incineration of municipal solid waste. This resolution declares City Council support for the city to petition the UTC to allow the city to enter a longer term PPA at the WTE so the city may achieve higher revenues than those available under short-term contracts. The resolution also directs any increase in net revenues derived from a longer term PPA to be used toward waste reduction strategies and carbon emissions reductions at the facility even if those power revenues are lower than current power agreement revenues.

B. Staff Requests

1. Department of Justice Officer Wellness Programs grant

Council President Beggs explained the Spokane Police Department is requesting approval to apply for Law Enforcement Mental Health and Wellness Act grant funding through the U.S. Department of Justice, Officer of Community Oriented Policing Services. This grant funding would be used to improve access to mental health and wellness services for law enforcement officers through, training, family resources, suicide prevention and periodic wellness checks.

2. Special Budget Ordinance for Envision Center lease costs and lease extension

Dawn Karber and Tonya Wallace provided an overview of a request for \$77,500 to cover monthly lease cost supporting the Spokane Envision Center through the remainder of the year. The request also includes a lease extension through the end of 2021. The City funded the original term of the lease from one-time monies intended to address affordable housing needs. The subsequent six-month lease extension from November 2010 through May 2021, was funded from

contributions received from the Spokane Workforce Council. The funding strategy for next two years, June 1, 2021 through May 31, 2023, is for equal contributions provided from Spokane City, Spokane County, and Spokane Workforce Council.

3. Taylor Tertiary Treatment Facility resolution
Raylene Gennett presented a proposed resolution naming the tertiary treatment facility the Taylor Tertiary Treatment Facility. Mike Taylor began his career with the city after retiring from Taylor Engineering which he started in 1985. During his last years of city employment, Mike served as the program manager for the installation of the tertiary treatment at the Riverside Park Water Reclamation Facility, commonly known as Next Level of Treatment.
4. Interlocal agreement with Spokane County for PMWeb software sharing
Kyle Twohig presented a proposed interlocal agreement with Spokane County for PMWeb software sharing. The agreement will allow the county to utilize the city's software system. The city will be the software contract holder and assign licenses to the county and manage application/system administration. Spokane County will share in the software base costs and pay for their own licenses. The county will share in future software development costs which benefit both parties. The county will reimburse the city for software administration and support costs defined in ILA addendum. Expected contribution from the county this year is \$69,339.56, plus additional shared costs for continued system development. In addition to the cost savings to the city, the region benefits by aligning project management processes with our partner entity and contractors using the same system for both owners.
5. PMWeb continuation of professional services for Engineering and ICM
Kyle Twohig presented the proposed professional services contract with PMWeb to provide capital project management software. Professional services are required for on-going training, report development, PMWeb software enhancements, software configuration, and workflow development in support of the existing contract. Terms of the 18-month agreement will run from July 1, 2021, through June 30, 2023, in the amount of \$99,875.
6. Water service fees ordinance amendment
Elizabeth Schoedel and Steve Burns presented the proposed water service fees ordinance amendment which includes the removal of some water department fees, updates to other water department fees and aligns the SMC sections with the Public Rule. In November 2020, the city updated its water rate ordinances and adopted a Public Rule and Procedure. During the update process, water fees and costs were removed from the SMC and incorporated into a Public Rule and Procedure Fee Schedule. This amendment re-aligns the SMC Provisions with the Public Rule. Time is of the essence and to avoid further conflict and inconsistencies, an emergency exists to shorten time.

7. Six-year street program/2022-2027
Kevin Picanco presented the six-year street program draft. In support of the State Growth Management Act and the city's Comprehensive Plan, the city is required to maintain six-year capital financing plans for certain providers of public facilities and services. Accordingly, the city must maintain a six-year capital financing plan for its capital street program and each year the capital street program must be adopted before July 1. To determine the plan's consistency with the Comprehensive Plan, Is reviewed by the City Plan Commission who makes a recommendation to the City Council.
8. Extension of emergency supplemental water agreement to Airway Heights
Marlene Feist and Albert Tripp presented the proposed extension of the emergency supplemental water agreement. The city is providing emergency water service to Airway Heights due to contamination in Airway Heights' groundwater source for drinking water. In April 2018, the city agreed to provide to Airway Heights additional short-term supplemental emergency water from Spokane in the amount of approximately 1,400 gpm for a period of two years. The agreement provides for the parties to agree and execute an amendment extending the term for emergency supplemental water in additional one-year increments, not to exceed three, one-year extensions. Airway Heights has requested the second one-year extension.
9. Every other day "odd-even" watering resolution
Marlene Feist presented a proposed resolution encouraging citizens to adopt an every-other-day watering pattern for the summer which would be part of the education program around water conservation. The water stewardship strategic initiative is designed to promote water stewardship through multiple strategies that address use patterns by different customers and customer groups within the city's water system. One strategy is to encourage the use of every-other-day watering of outdoor irrigation to promote lower water usage and healthy landscaping. The resolution would encourage customers to water on odd or even days depending on their address.
10. CDBG-CV Emergency Housing Assistance funding recommendation
George Dahl presented the Emergency Housing Assistance funding recommendation supporting rental, mortgage and utility assistance, and administration costs relating to the Covid pandemic. Congress provided \$5 billion through the CARES Act for the Community Development Block Grant (CDBG) program. Activities must benefit residents within the jurisdiction of the grantee or as permitted by the CARES Act. The CHHS Board's Evaluation and Review Committee is recommending CHHS fund the Better Health Together proposal which directs client services where they are needed most. These funds will help stabilize housing insecurity for individuals and households directly impacted by the pandemic.
11. Electric charging station infrastructure master site agreement with Avista

Tonya Wallace and David Steele presented the master site agreement with Avista allowing the advancement of the city's electrical charging infrastructure and fleet expansion. The agreement is the foundation of future and ongoing EV charging station installations under an adopted, cost-sharing model with Avista. This agreement identifies a group of locations for the stations and allows for additional future station sites. The agreement also sets the cost-sharing structure and responsibilities for installation, maintenance and repair of charging equipment.

Strategic Plan Session

- A. Priority Strategy 1. Rapidly accelerating street pavement maintenance projects
 - No report for this meeting.
- B. Priority Strategy 2. Repurposing public property to stimulate private investment
 - No report for this meeting.
- C. Priority Strategy 3. Sustainable city
 - No report for this meeting.

Consent items

1. Dundee Concrete and Landscaping contract for bio filter media replacement (RPWRF)
2. Cummins contract for generator planned maintenance service (RPWRF)
3. Inland Environmental Resources contract to supply liquid magnesium hydroxide to Riverside Park Water Reclamation Facility (RPWRF)
4. Consolidated Supply value blanket for butterfly valves (Water and Hydroelectric Services)
5. Piping modifications construction contract for CSOs #6, #38 and #41 (Engineering)
6. DEECO Inc. contract renewal for air quality emission compliance testing at Waste to Energy (Solid Waste Disposal)
7. Intermountain Slurry Seal contract for Microseal overlay (Street)
8. Van Ness Feldman contract amendment (Water and Hydroelectric, and Legal)
9. Osborn Consulting Engineers contract for analysis and design for the stormwater separation (Integrated Capital Management)
10. HDR consultant contract for forecasting future water and sewer flows (Integrated Capital Management)
11. Wellesley-Maple intersection upgrade (Engineering)

Executive session

None.

Adjournment

The meeting adjourned at 2:43 p.m.

Prepared by:

Pamela Clarke

Approved by:

Chair

DRAFT

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works / Solid Waste Collection 4500
Subject:	Addendum to purchase additional front-load, rear-load and roll off containers in 2021 for West Plains Annexation customers
Date:	June 28, 2021
Author (email & phone):	Dustin Bender / ddbender@spokanecity.org / 509.625.7806
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Marlene Feist, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Solid Waste Collection's Operating Budget
Strategic Initiative:	Affordable Utility Services & Sustainable Resources; Providing City Services Within Annexation Boundaries
Deadline:	August 1, 2021
Outcome:	Seeking approval by City Council for an addendum to add \$200,000 one time to the existing contract with Rule Steel Tanks, Inc.

Background/History:

RCW 35.13.280, which relates to the franchise and regulation of solid waste services in annexed lands, provides a minimum franchise term of seven (7) years to private solid waste haulers in an annexed area. This is to help alleviate any adverse impact to their business from the long-term reduction in their service area.

In January 2012, the City of Spokane annexed a 9.6-mile area adjacent to the city that was part of the West Plains Urban Growth Area. A franchise agreement was granted by the City of Spokane to Torre Refuse & Recycling, LLC, d/b/a Sunshine Disposal & Recycling, for eight (8) years. Before the original franchise agreement expired, both parties agreed to extend the term for two (2) additional years, now expiring January 1, 2022.

Upon expiration, the Solid Waste Collection Department will take over providing solid waste services to the West Plains annexation area. In preparation for this transition, Solid Waste Collection needs to purchase additional metal refuse and recycling containers to have adequate inventory available for these new customers. With various raw material markets in a constant state of change with supply and demand, Solid Waste Collection would like to order these containers as soon as possible.

Executive Summary:

- The West Plains annexation area is primarily commercial businesses and manufacturing sites.
- The annexed area was surveyed in 2017 and 2020 to compile a list of refuse and recycling dumpsters needed to provide service to this area. Another survey, along with reaching out to business owners/managers, will be done June 2021 to compile a more current and accurate list.
- Solid Waste Collection has a five (5) year value blanket contract with Rule Steel Tanks, Inc. (Caldwell, ID) to provide new metal refuse and recycling containers -- VB 300855/OPR 2017-0260. This contract expires April 30, 2022.
- The annual estimated expenditure for the current contract is \$300,000, including sales tax.
- An extra \$200,000 needs to be added to the contract in 2021 to purchase containers specifically for customers in the West Plains annexation area.

- The additional funding was included in 2021's budget; it was split accordingly between minor equipment (smaller front-load and rear-load dumpsters) and capital purchases (roll off containers).
- Solid Waste Collection will work with Sunshine Disposal & Recycling to provide a smooth transition for the customers in the affected area.

Budget Impact:

Approved in current year budget? Yes No

Annual/Reoccurring expenditure? Yes No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? Yes No

Requires change in current operations/policy? Yes No

Specify changes required:

Known challenges/barriers:



City of Spokane

CONTRACT ADDENDUM

Title: Purchase of Front Load, Rear Load and Roll Off Refuse/Recycling Containers

THIS CONTRACT ADDENDUM is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and (RULE STEEL TANKS, INC., whose address is 11299 Bass Lane, Caldwell, Idaho 83605, as ("Company"). Individually hereafter referred to as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide for the City of Spokane Solid Waste Collection Department an annual supply of FRONT LOAD, REAR LOAD AND ROLL OFF REFUSE/RECYCLING CONTAINERS; and

WHEREAS, additional work has been requested;

-- Now, Therefore, the parties agree as follows:

1. **CONTRACT DOCUMENTS.** The original Contract dated April 28, 2017 and May 1, 2017, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EFFECTIVE DATE.** This Contract Addendum shall become effective July 15,2021.
3. **ADDITIONAL WORK.** The Scope of Work of the original Contract is expanded to include the following:

An additional supply of FRONT LOAD, REAR LOAD AND ROLL OFF REFUSE/RECYCLING CONTAINERS, in excess of the contracted annual amount, during 2021.

4. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed TWO HUNDRED THOUSAND AND NO/100 DOLLARS, (\$200,000.00) as full compensation for the services provided for under this Contract Addendum. This is the maximum amount to be paid under this Contract Addendum for the Work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract Addendum.

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

<p>RULE STEEL TANKS, INC.</p> <p>By: _____ (signature)</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Email: _____</p>	<p>CITY OF SPOKANE:</p> <p>By: _____ (signature)</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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<p>ATTEST:</p> <p>_____</p> <p>City Clerk</p>	<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Assistant City Attorney</p>
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Attachments that are part of this Contract Addendum:
Certificate Regarding Debarment

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	Ray-Freya Alternatives Analysis
Date:	June 28, 2021
Author (email & phone):	inote@spokanecity.org ; kemiller@spokanecity.org
City Council Sponsor:	Council President Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	Innovative Infrastructure
Deadline:	none
Outcome:	Recommendations for alternative improvements
<p>Background/History: <i>When the Ray-Freya crossover project was removed from the Comprehensive Plan's Arterial Street Map, we added a study to identify alternative capacity improvements in the area. The City hired a consulting firm, David Evans and Associates, in late 2019 to perform the analysis.</i></p> <p><i>The work to date has included analysis of four alternatives and the original concept, release of a Storymap and two surveys to the public, and online public meetings held February 17th and June 16th. Staff has also developed a list of bicycle and pedestrian improvements for the area. We will present the latest analysis results and public feedback at the meeting.</i></p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> • <i>Several alternatives would result in acceptable intersection level-of-service at 37th/Ray.</i> • <i>A signal is recommended at 37th/Freya due to right-of-way constraints</i> • <i>Recommendation for key neighborhood street connections</i> • <i>A paved pathway network is recommended through Hazel's Creek with connections into neighborhoods.</i> 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

Briefing Paper

Public Infrastructure, Environmental and Sustainability

Division & Department:	Public Works, Engineering
Subject:	Cochran Basin Projects
Date:	June 28, 2021
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	Council President Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	These projects are in the 6-Year Sewer & Street Plans
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contracts
Background/History:	
<ul style="list-style-type: none"> • The Cochran storm drainage basin covers approximately 5,300 acres in NE Spokane, generally bounded on the west by Alberta Street, on the north by Francis Avenue on the east by Market Street and on the south by Montgomery Street. • Stormwater from this basin currently flows untreated to the Spokane River at the northwest end of the TJ Meenach Bridge. For several years the City has been seeking and has now acquired funding necessary to correct this issue. 	
Executive Summary:	
<ul style="list-style-type: none"> • The attached exhibit shows a series of projects to be constructed beginning later this year and extending into 2022 and likely 2023. These projects consist of the following. <ul style="list-style-type: none"> ○ The largest treatment swale area is at the disc golf course west of downriver golf course. Following swale construction, the disc golf course will be restored and upgraded. ○ A second treatment swale area is south of the existing parking lot at the NW end of the TJ-Meenach Bridge. That parking lot will be expanded and upgraded. ○ 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 Boulevard. ○ Water from that pump station will be piped to the proposed swales at the disc golf course via Cleveland Avenue and across Downriver golf course and also to the proposed swales at the NW end of the TJ Meenach Bridge via TJ Meenach Drive. ○ TJ Meenach Drive will also be reconstructed. That project will include installation of a trail connecting the Audobon/Downriver and Emerson/Garfield neighborhoods to near the top of Pettet Drive (Doomsday Hill) close to the portion of the Centennial Trail currently under construction on Summit Blvd. • Impacts to the project vary by project. <ul style="list-style-type: none"> • The treatment swale construction at the disc golf will impact traffic minimally but will result in disc golf course closure for the duration of construction. • The treatment swale construction at the NW 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 will be mostly but not entirely out of TJ Meenach and is planned to largely coincide with TJ Meenach construction. If construction does extend beyond the TJ Meenach construction window, TJ Meenach will remain open to one lane each direction.
- The piping project will be split in two: one in Downriver golf course and one on Cleveland Avenue. The golf course work has been coordinated with Parks and will be primarily constructed outside the busy summer season. The work along Cleveland will result in local access road closures.
- The project with the biggest public impact will be next year's TJ Meenach reconstruction project which will require full closure of this important road. We will coordinate closely with the community college.
- These projects are largely funded with multiple state grants and loans which have various overlapping deadlines which the project timing indicated on the attached exhibit is designed to satisfy.

Budget Impact:

Approved in current year budget? Yes No N/A

Annual/Reoccurring expenditure? Yes No N/A

If new, specify funding source:

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

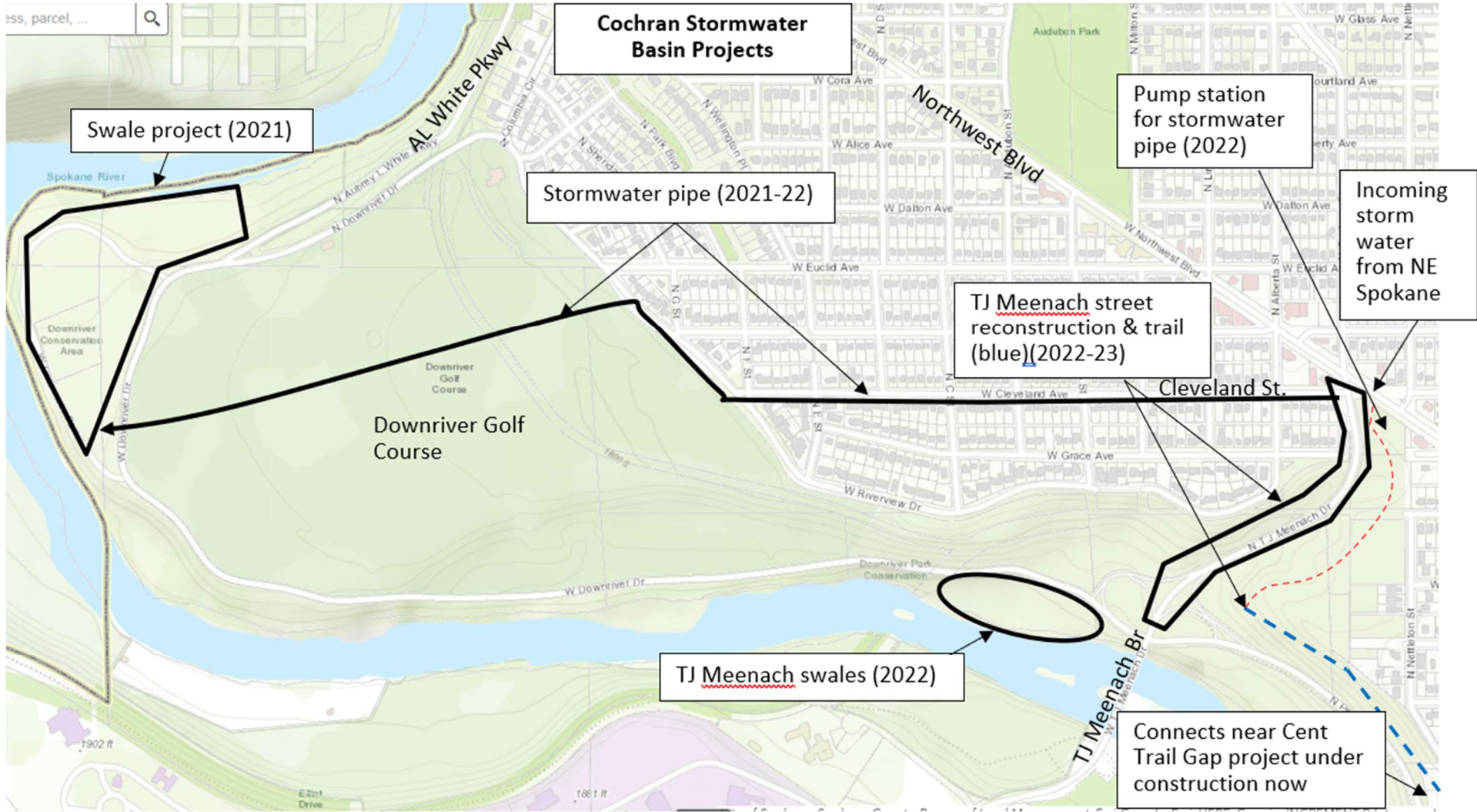
Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	Spokane Airport Board
Subject:	Airport's Joint Resolution
Date:	June 28, 2021
Author (email & phone):	Larry Krauter, CEO, Spokane Airports, lkrauter@spokaneairports.net or 455-6419
City Council Sponsor:	Council President Beggs
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability
Type of Agenda item:	Consent XX Discussion Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, the Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer or disposal of real property.
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approved joint resolution
Background/History: Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sale property located on a portion of Spokane County Assessor Tax Parcel No. 25335.9056 and Spokane County Assessor Tax Parcel 25335.9009, comprising of approximately 1.07 acres of land at Spokane International Airport.	
Executive Summary:	
Budget Impact:	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No (for 2020)	} N/A
Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If new, specify funding source:	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No	} N/A
Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Specify changes required:	
Known challenges/barriers:	

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
SELL PROPERTY IDENTIFIED AS)
A PORTION OF SPOKANE COUNTY)
ASSESSOR PARCEL 25335.9056 AND)
SPOKANE COUNTY ASSESSOR PARCEL)
25335.9009)

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 sale of a portion of Spokane County Assessor Tax Parcel 25335.9056 and Spokane County Assessor Tax Parcel 25335.9009, comprised of approximately 1.07 acres of land fronting South Geiger Boulevard, near the intersection of South Geiger Boulevard and West Flightline Boulevard, in the City ("Property"), as described in that certain Real Property Purchase and Sale Agreements and Escrow Instructions, dated as of _____, 2021, 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 sell 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 sell the Property.

ADOPTED by the Spokane City Council this _____ day of _____, 2021.

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 _____, 2021.

Josh Kerns, Chair

ATTEST:

Mary L. Kuney, Vice-Chair

Ginna Vasquez
Clerk of the Board

Al French, Commissioner

EXHIBIT A

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,
DATED AS OF _____, 2021,
BY AND BETWEEN SPOKANE AIRPORT AND
STATE OF WASHINGTON, acting by and through its DEPARTMENT OF TRANSPORTATION

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	Spokane Airport Board		
Subject:	Airport's Joint Resolution		
Date:	June 28, 2021		
Author (email & phone):	Larry Krauter, CEO, Spokane Airports, lkrauter@spokaneairports.net or 455-6419		
City Council Sponsor:	Council President Beggs		
Executive Sponsor:			
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability		
Type of Agenda item:	Consent	XX Discussion	Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, the Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer or disposal of real property.		
Strategic Initiative:			
Deadline:			
Outcome: (deliverables, delivery duties, milestones to meet)	Approved joint resolution		
Background/History:			
Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to execute an Addendum to the Purchase and Sale Agreement with West Plains Development, LLC for property located on a portion of Spokane County Assessor Tax Parcel No. 25295.9050, comprising of approximately 65.806 acres and 3.72 acres of land at Spokane International Airport.			
Executive Summary:			
Budget Impact:			
Approved in current year budget?	<input type="checkbox"/> Yes	<input type="checkbox"/> No (for 2020)	} N/A
Annual/Reoccurring expenditure?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
If new, specify funding source:			
Other budget impacts: (revenue generating, match requirements, etc.)			
Operations Impact:			
Consistent with current operations/policy?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	} N/A
Requires change in current operations/policy?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Specify changes required:			
Known challenges/barriers:			

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
SELL PROPERTY IDENTIFIED AS)
A PORTION OF SPOKANE COUNTY)
ASSESSOR PARCEL 25295.9050)

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 sale of a portion of Spokane County Assessor Tax Parcel 25295.9050, comprised of approximately 65.806 acres and 3.728 acres of land located generally at the south side of U.S. Highway 2, west of South Spotted Road in the City (“Property”), as described in that certain Real Property Purchase and Sale Agreements and Escrow Instructions, dated as of May 20, 2021, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, and First Amendment to Real Property Purchase and Sale Agreements and Escrow Instructions, dated as of June __, 2021, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, on June 1, 2021, the County approved the sale of a portion of Spokane County Assessor Tax Parcel 25295.9050, comprised of approximately 65.806 acres of land as described in Exhibit A, but due to the amendment to such sale transaction to include the additional 3.728 acres of land as described in Exhibit B after such approval by the County, this joint resolution is necessary to memorialize approval by both the County and the City of the sale of all real estate as reflected in Exhibit A and Exhibit B; 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 sell the Property, on the terms and conditions set forth in Exhibit A and Exhibit B; 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 sell the Property.

ADOPTED by the Spokane City Council this _____ day of _____, 2021.

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 _____, 2021.

Josh Kerns, Chair

ATTEST:

Mary L. Kuney, Vice-Chair

Ginna Vasquez
Clerk of the Board

Al French, Commissioner

EXHIBIT A

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,
DATED AS OF MAY 10, 2021,
BY AND BETWEEN SPOKANE AIRPORT AND WEST PLAINS DEVELOPMENT, L.L.C.

EXHIBIT B

FIRST AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS,
DATED AS OF JUNE __, 2021,
BY AND BETWEEN SPOKANE AIRPORT AND WEST PLAINS DEVELOPMENT, L.L.C.



SPOKANE

INTERNATIONAL AIRPORT



City Council Public Infrastructure, Environment, and Sustainability Committee



Airport Joint Resolution Briefing
June 28, 2021

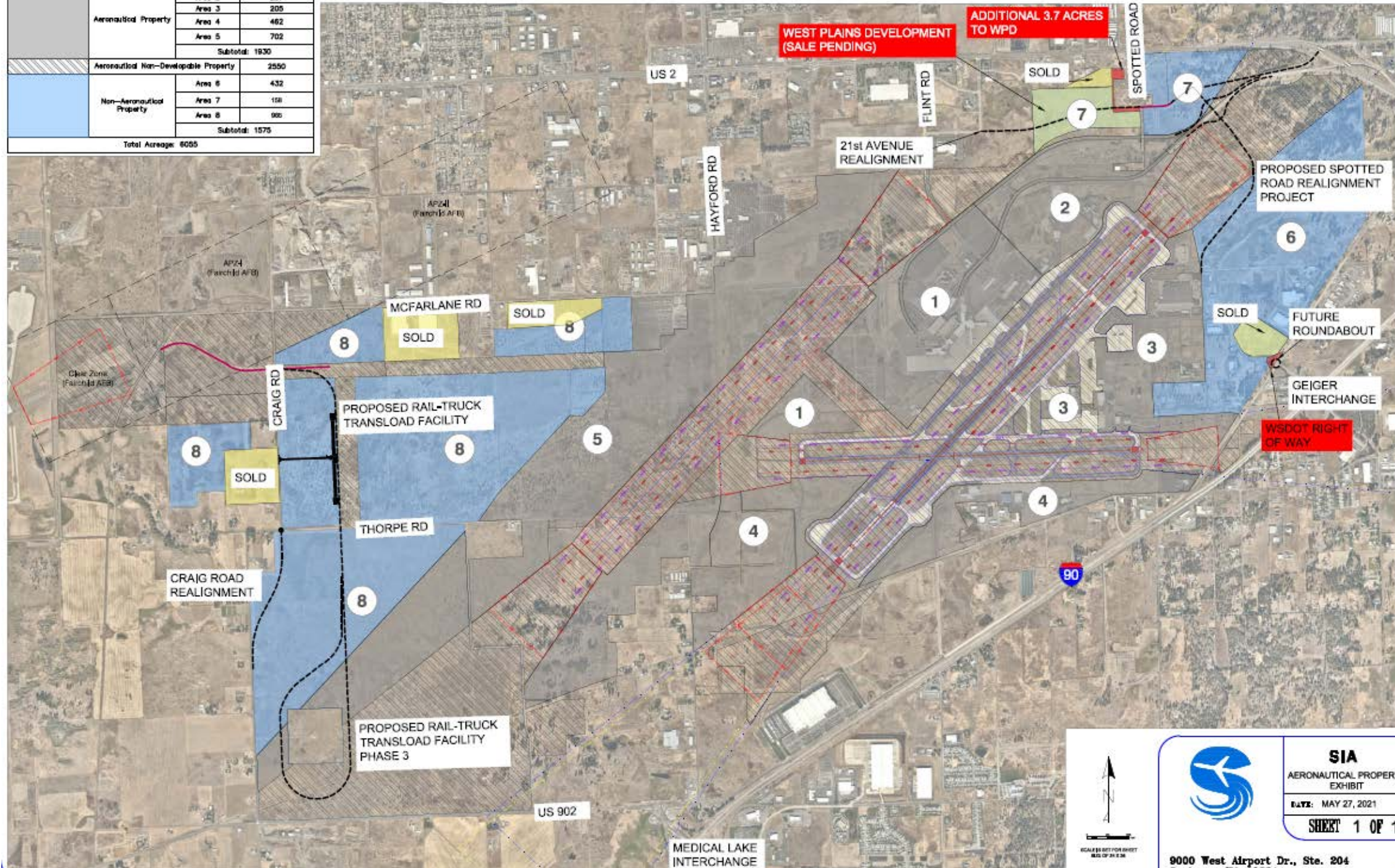


Spokane International Airport
GEG – GENERATING ECONOMIC GROWTH

Two Land Sales: Addendum to the West Plains Development LLC & WSDOT

AERONAUTICAL/NON AERONAUTICAL PROPERTY

Property Data		
Order	Type	Acres
Aeronautical Property	Area 1	354
	Area 2	207
	Area 3	205
	Area 4	462
	Area 5	702
Subtotal:		1930
Aeronautical Non-Developable Property		2550
Non-Aeronautical Property	Area 6	432
	Area 7	158
	Area 8	985
Subtotal:		1575
Total Acreage:		6055



SIA
AERONAUTICAL PROPERTY
EXHIBIT
DATE: MAY 27, 2021
SHEET 1 OF 1

9000 West Airport Dr., Ste. 204

Addendum to PSA for Sale of ~3.7 Acres of Land to West Plains Development, LLC

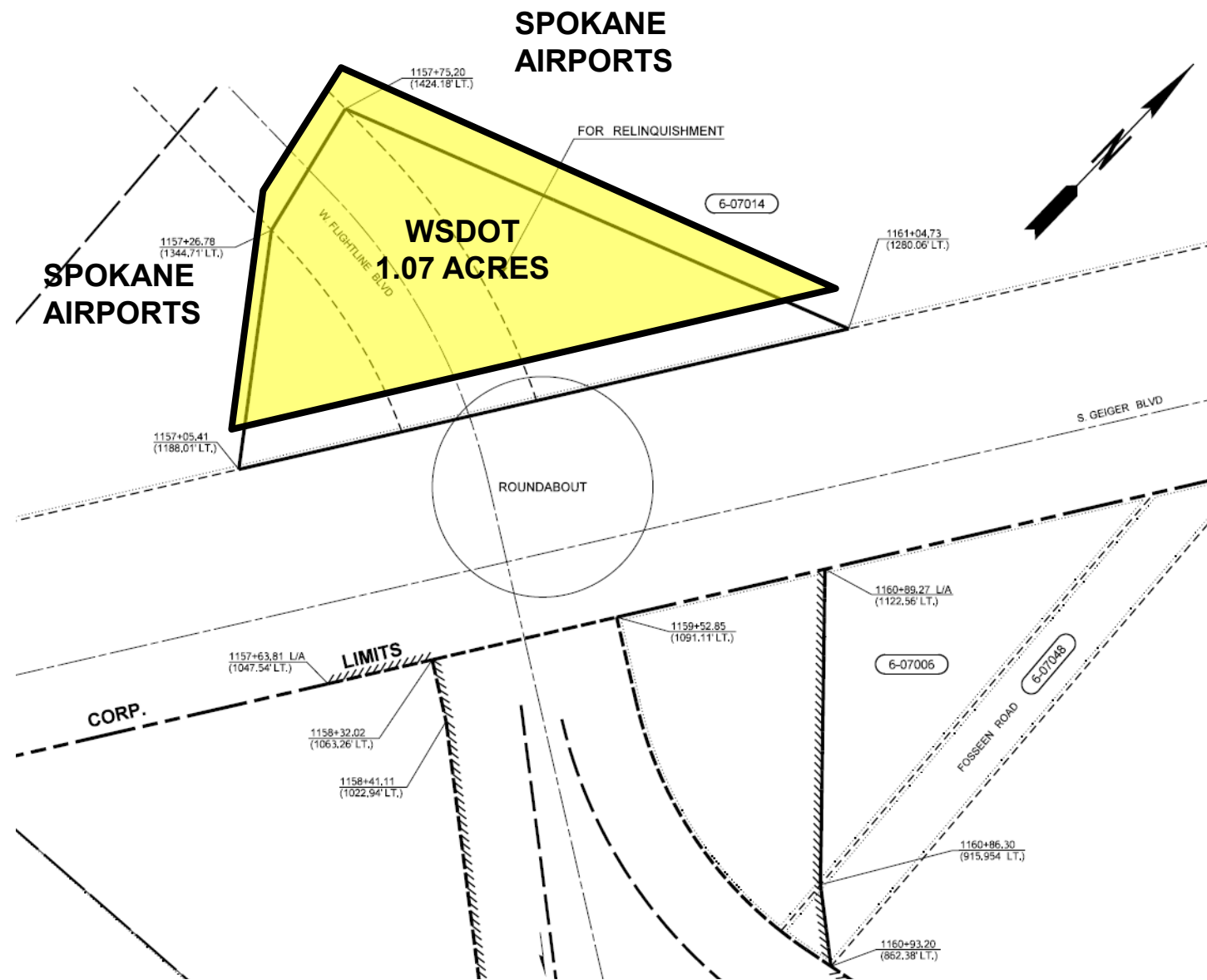


Addendum to WPD, LLC

- Purchase price estimated at \$0.90 psf (same price as original PSA transaction).
- Original PSA purchase price is \$2,544,222.00
- Total price of Addendum estimated at \$146,152.53 with an additional \$22,000 for easement to SR 2 purchased from Wear-Tek/GRUB, LLC for a total price of \$168,152.53.
- Deed restriction to prohibit use of land for commercial vehicle parking purposes.
- WPD, LLC has signed the Addendum.
- **All terms and conditions remain the same other than the additional property and easement being added.**
- Ultimate sale price will be calculated with metes and bounds description/survey
- Sale conditioned on approval by Airport Board, City and County (property already released by FAA)
- Avigation easement to be recorded over property



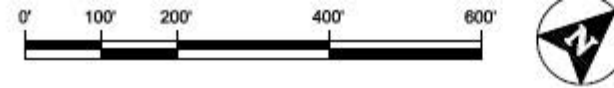
Sale of 1.07 Acres of Land to WSDOT for Roundabout Construction at Geiger Blvd. and Flightline Blvd.



- WSDOT constructing improvements to Geiger Interchange.
- Roundabout construction requires acquisition of 1.07 Acres of Airport property.
- Property FMV through appraisal is \$84,000.
- FAA release completed.
- Avigation easement included as part of deed versus separate agreement.
- Airport to be compensated separately for Business Park Entry Sign and Landscaping @ \$95,000.
- Total revenue is \$179,000

WSDOT Roundabout Land Purchase

ACREAGE EXHIBIT



NOTES

1. THIS IS A PROPOSED BOUNDARY EXHIBIT ONLY AND IS NOT AN OFFICIAL SURVEY. IT IS NOT INTENDED TO CONVEY TITLE.

LEGEND

- PROPOSED 20 ACRE PARCEL
- PROPOSED NEW RIGHT OF WAY PER WSDOT LEGAL DESCRIPTION "PORTION OF PARCEL 25335.9009"
- PROPOSED NEW RIGHT OF WAY PER WSDOT LEGAL DESCRIPTION "PORTION OF PARCEL 25335.9056"
- PARCEL BOUNDARY
- PROPOSED BOUNDARY CORNERS

LEASEHOLDER:
SPOKANE AIRPORT
DATE: April 20, 2021
SHEET 1 OF 1

9000 West Airport Dr., Ste. 204
Spokane, WA 99224





Questions



SPOKANE
INTERNATIONAL AIRPORT

Thank you!



Spokane International Airport
GEG – GENERATING ECONOMIC GROWTH

Briefing Paper

Public Infrastructure, Environment, & Sustainability Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	Neptune Water Meters, Registers, & Parts – Value Blanket Renewal
Date:	June 28, 2021
Author (email & phone):	Steve Burns, sburns@spokanecity.org , 625-7840
City Council Sponsor:	Council President Breean Beggs
Executive Sponsor:	Marlene Feist, Director – Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Funding for these purchases is included in the Water Department's Warehouse budget
Strategic Initiative:	Innovative Infrastructure
Deadline:	The City's last value blanket for these parts expired on 5/21/2021 and parts inventory is low.
Outcome: (deliverables, delivery duties, milestones to meet)	This value blanket supports the efficient procurement of Neptune Water Meters, Registers, & Parts on an as-needed basis for seasonal construction and repair of the City's water service system.
<p>Background/History: <i>Invitation to Bid #5278-20 was issued on 4/15/2020 via the City's electronic bidding portal to more than 40 supplier contacts. One bid was received by the closing deadline on 5/4/2020 and the value blanket order was correspondingly awarded to Neptune Technology Group as the responsive, responsible bidder of lowest cost.</i></p> <p><i>Due to the essential nature of these products, the Water department is requesting a single, four (4) year renewal of that order with no remaining options to extend. Pricing will be held on a twelve (12) month basis, with the option to negotiate on the anniversary of value blanket issue. For the first year of this renewal, the Water department proposes to accept a 15% targeted increase on larger water meters (hydrant meters, 3" + TURBINE meters, and 3" + TRU/FLO meters) and a 3% increase on all other products as proposed by Neptune (see analysis attached).</i></p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> • <i>Four (4) year renewal with Neptune Technology Group (Tallasse, AL)</i> • <i>Estimated annual spend is \$1,400,000.00 including tax</i> • <i>Competitively bid on ITB #5278-20 Neptune Water Meters, Registers, & Parts - Value Blanket</i> 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: N/A</p> <p>Other budget impacts: None</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: None</p> <p>Known challenges/barriers: None</p>	



Proposal

Valid From: 5/15/2020

Valid To: 5/16/2022

Document

A38228

NEPTUNE TECHNOLOGY GROUP

1600 Alabama Highway 229 South,
Tallahassee, AL 36078
Telephone: (800) 633-8754 Fax: (334) 283-7293
www.neptunetg.com

Sold To: Spokane, City Of 914 E. North Foothills Dr Spokane, WA 99207 Contact: Samantha Johnson	Topic: 5278-20 Neptune Water Meters, Registers, & Parts
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Customer Number 07761800	Salesperson: Tim Loosier Mobile: (509) 202-5686 Email: tloosier@neptunetg.com
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Item Number	Description	Qty	Unit Price	Extended Price
Residential Meters				
ED2B32RPHF21S2067	5/8X3/4 T-10 PLS 316 P-CODER SA PIT C/F W/O	2,600	\$88.49	\$230,074.00
ED2C11RPHF21S2067	3/4 T-10 C/I 302 P-CODER SA PIT C/F W/O	700	\$127.18	\$89,026.00
ED2F11RPHF21S2067	1 T-10 C/I 302 P-CODER SA PIT C/F W/O	500	\$177.20	\$88,600.00
ED2B11RPMF11SG89	5/8X3/4 T-10 C/I 302 P-CODER R900i V5 PIT C/F	100	\$179.46	\$17,946.00
ED2C11RPMF11SG89	3/4 T-10 C/I 302 P-CODER R900i V5 PIT C/F	400	\$218.60	\$87,440.00
ED2F11RPMF11SG89	1 T-10 C/I 302 P-CODER R900i V5 PIT C/F	400	\$268.04	\$107,216.00
Intermediate Meters				
ED2H11RPHF21S2067	1 1/2 T-10 OVAL P-CODER SA PIT C/F W/O	40	\$323.40	\$12,936.00
ED2J11RPHF21S2067	2 T-10 OVAL P-CODER SA PIT C/F W/O	40	\$428.53	\$17,141.20
ET4HRPHF21S2067	1 1/2 HP TURBINE P-CODER SA PIT C/F W/O	25	\$379.04	\$9,476.00
ET4ARPHF21S2067	2 HP TURBINE P-CODER SA PIT C/F W/O	50	\$445.00	\$22,250.00
EC2ARPHF21S2067	2 HP TRU/FLO P-CODER SA PIT C/F W/O	20	\$1,286.03	\$25,720.60
Commercial Meters				
ET2BR8F1	3 FIRE HYDRANT W/COUP DIR READ C/F BRZ	2	\$848.17	\$1,696.34
ET4BRPHF21S2067	3 HP TURBINE P-CODER SA PIT C/F W/O	2	\$734.97	\$1,469.94
ET4CRPHF21S2067	4 HP TURBINE P-CODER SA PIT C/F W/O	2	\$1,257.71	\$2,515.42
ET4DRPHF21S2067	6 HP TURBINE P-CODER SA PIT C/F W/O	2	\$3,264.84	\$6,529.68
ET4ERPHF21S2067	8 HP TURBINE P-CODER SA PIT C/F W/O	2	\$4,959.35	\$9,918.70
ET4FRPHF21S2067	10 HP TURBINE P-CODER SA PIT C/F W/O	2	\$5,175.00	\$10,350.00
EC3BRPHF21S2067	3 TRU/FLO W/T-10 P-CODER SA PIT C/F W/O	10	\$1,543.43	\$15,434.30
EC3CRPHF21S2067	4 TRU/FLO W/T-10 P-CODER SA PIT C/F W/O	12	\$2,737.51	\$32,850.12
EC3DRPHF21S2067	6 TRU/FLO W/T-10 P-CODER SA PIT C/F W/O	3	\$4,515.92	\$13,547.76
EP4C1RPHF21S2067	4 HP PROTECTUS FLANGE P-CODER SA PIT C/F W/O	2	\$5,304.15	\$10,608.30
EP4D1RPHF21S2067	6 HP PROTECTUS FLANGE P-CODER SA PIT C/F W/O	2	\$7,481.28	\$14,962.56
EP4E1RPHF21S2067	8 HP PROTECTUS FLANGE P-CODER SA PIT C/F W/O	2	\$9,857.36	\$19,714.72
EP4F1RPHF21S2067	10 HP PROTECTUS FLANGE P-CODER SA PIT C/F W/O	2	\$14,414.85	\$28,829.70

Registers				
RPM2F11SG89	REG-P-CODER R900i V5 PIT 5/8 T10 C/F	100	\$160.20	\$16,020.00
RPM2F21SG89	REG-P-CODER R900i V5 PIT 3/4 T10 C/F	100	\$160.20	\$16,020.00
RPM2F31SG89	REG-P-CODER R900i V5 PIT 1 T10 C/F	100	\$160.20	\$16,020.00
RPH2F11S2067	REG-PROCODER 5/8 T10 STANDALONE PIT C/F	200	\$68.78	\$13,756.00
RPH2F21S2067	REG-PROCODER 3/4 T10 STANDALONE PIT C/F	100	\$68.78	\$6,878.00
RPH2F31S2067	REG-PROCODER 1 T10 STANDALONE PIT C/F	300	\$68.78	\$20,634.00
RPH2F41S2067	REG-PROCODER 1 1/2 T10 STANDALONE PIT C/F	200	\$68.78	\$13,756.00
RPH2F51S2067	REG-PROCODER 2 T10 STANDALONE PIT C/F	300	\$68.78	\$20,634.00
RPH5F11S2067	REG-PROCODER SA PIT C/F 2 HP TURBINE	40	\$68.78	\$2,751.20
RPH3F21S2067	REG-PROCODER SA PIT C/F 3 TRIDENT TURBINE	2	\$68.78	\$137.56
RPH3F31S2067	REG-PROCODER SA PIT C/F 4 TRIDENT TURBINE	20	\$68.78	\$1,375.60
RPH5F21S2067	REG-PROCODER SA PIT C/F 3 HP TURBINE	10	\$68.78	\$687.80
RPH5F31S2067	REG-PROCODER SA PIT C/F 4 HP TURBINE	20	\$68.78	\$1,375.60
RPH5F41S2067	REG-PROCODER SA PIT C/F 6 HP TURBINE	10	\$68.78	\$687.80
RPH5F71S2067	REG-PROCODER SA PIT C/F 6 HP PROTECTUS	5	\$68.78	\$343.90
RPH5F91S2067	REG-PROCODER SA PIT C/F 10 HP PROTECTUS	5	\$68.78	\$343.90
MIUs / CMIUs				
.13442-200	R900 V4 PIT MIU 6' ASSY COMPLETE	1,000	\$82.40	\$82,400.00
.13341-200	TRANSMITTER ASSY COMP R900 V4 WALL MIU	1,000	\$66.95	\$66,950.00
.13383-200	R900V5 PIT MIU ASSY COMP 6' VERSION 2' ANTENNA	500	\$97.85	\$48,925.00
.13377-210	TRANSCIVER ASSY R900 V5 WALL MIU 6'	1,500	\$82.40	\$123,600.00
.13678-200	CMIU PIT ASSEMBLY COMP VERIZON W/6'	150	\$360.50	\$54,075.00
.13676-200	CMIU PIT ASSEMBLY AT&T W/6'	1	\$360.50	\$360.50
Strainers				
.53107-000	STRAINER 3 COMPLETE BRONZE	2	\$518.25	\$1,036.50
.53107-100	STRAINER 4 COMPLETE BRONZE	20	\$637.39	\$12,747.80
.52000-201	STRAINER 6 COMPLETE BRONZE	3	\$1,025.86	\$3,077.58
.52000-402	STRAINER 10 COMPLETE BRONZE	2	\$4,600.01	\$9,200.02
Reading Equipment				
.13302-100	R900 BLUETOOTH BELT CLIP TRANSCIVER 3.0 SYSTEM	3	\$1,957.00	\$5,871.00
.13655-100	MRX920v4 ASSEMBLY COMPLETE	1	\$7,931.00	\$7,931.00
.13247-000	CELLULAR MODEM KIT (VANG 5530MC) R900GWV3V4	1	\$865.20	\$865.20
.13147-000	KIT EXTERNAL CELLULAR ANTENNA MT FB/GWV2	1	\$360.50	\$360.50
.12517-100	ADVANTAGE II COMPLETE PROBE/BLANK	1	\$1,326.64	\$1,326.64
.13457-000	TRIMBLE PROGRAMMING MOUS SYSTEM LEVEL	20	\$772.50	\$15,450.00
.13462-000	TRIMBLE RANGER 3 HH W/2650i SYSTEM	1	\$7,931.00	\$7,931.00
Parts				
.13749-200	ANTENNA ASSY 6' CABLE R900 LID MOUNT SLIP-ON	50	\$20.60	\$1,030.00
.12482-002	INSTALLATION KIT PIT APPLICATIONS	600	\$0.00	\$0.00
.13443-000	MIU/REGISTER ADAPTER KIT E-CODER V2 & R900 V3/V4	85	\$0.00	\$0.00
.12539-001	MOUNTING ADAPTER R900 V2 WALL MIU	600	\$8.28	\$4,968.00
.12222-001	NUT MOLDED PROREAD PIT REC & R900 V2	100	\$1.44	\$144.00
..9861-200	MEASURING CHMBR ASSY 1 1/2" & 2" HPT	5	\$325.03	\$1,625.15
..9861-000	MEASURING CHMBR ASSY 2" HP TRU/FLO	2	\$319.23	\$638.46
..9439-001SP00	MEASURING CHMBR ASSY 3 TRU/FLO PO	2	\$563.57	\$1,127.14
..9439-002SP00	MEASURING CHMBR ASSY 4 TRU/FLO PO	1	\$615.22	\$615.22
..9439-106	MEASURING CHAMBER COMPLETE 6" TRU/FLO	5	\$1,038.93	\$5,194.65
.11329-100	MEAS ELEM ASSY 3	20	\$267.49	\$5,349.80
.11329-400	MEAS ELEM ASSY 8	5	\$696.49	\$3,482.45
.11329-500	MEAS ELEM ASSY 10	5	\$870.61	\$4,353.05
.11347-110	MAGNET/GEAR ASSY 3	1	\$4.41	\$4.41
.11347-210	MAGNET/GEAR ASSY 4	1	\$5.81	\$5.81

..11347-310	MAGNET/GEAR ASSY 6	8	\$6.96	\$55.68
..11347-410	MAGNET/GEAR ASSY 8	10	\$8.14	\$81.40
..9842-024	BOTTOM CAP 1 T-10 BRZ CAST-T0-SIZE	1	\$35.33	\$35.33
..9833-024	BOTTOM CAP BRZ 3/4 T10 CAST-TO-SIZE	1	\$19.75	\$19.75
..9842-010	BOTTOM CAP C/I 1 T-10 BLACK	100	\$15.68	\$1,568.00
..9490-001	DRIVE END, MAGNET	1	\$0.59	\$0.59
..9485-006	DRIVE ASSY 2 & 3 T/F	25	\$15.68	\$392.00
..9450-002	DRIVE PINION 6 & 8 T/T	1	\$0.87	\$0.87
..9441-101	GEAR TRAIN ASSY 6 & 8 T/T,T/F	1	\$107.96	\$107.96
..9083-002	GASKET, M/C 2 T-10	400	\$5.23	\$2,092.00
..9083-001	GASKET, M/C 1 1/2 T-10	500	\$2.67	\$1,335.00
..8341-313	GASKET MAINCASE 4 T/F	75	\$5.23	\$392.25
..8341-312	GASKET MAINCASE 3 T/F	75	\$3.83	\$287.25
..8340-038	GASKET 4.620 X 5.145 X .120	400	\$1.05	\$420.00
..8316-606	O RING SQUARE 2 T-10	25	\$3.60	\$90.00
..8316-310	O RING 3/16 DIA 21 ID	5	\$49.35	\$246.75
..8316-309	O RING 3/16 DIA 19 ID	5	\$51.54	\$257.70
..8316-311	O RING 3/16 DIA 15 ID	5	\$29.38	\$146.90
..8316-312	O RING 3/16 DIA 9 3/4 ID	10	\$19.54	\$195.40
..8316-272	O RING 1/8 DIA 7 3/4 ID	15	\$9.73	\$145.95
..5500-155	HPPIII VALVE RETAINER CLIP 8	5	\$118.60	\$593.00
..5500-154	HPPIII VALVE RETAINER CLIP 6	5	\$75.70	\$378.50
..5500-153	HPPIII VALVE RETAINER CLIP 4	5	\$33.37	\$166.85
..11668-100	THROTTLE VALVE ASSY 6 HP PRO	10	\$45.28	\$452.80
..8340-064	SEAL RING 4 TRU/FLO	10	\$35.98	\$359.80
..9857-003	GASKET MAINCASE 1 1/2 & 2 HPT ACCOPAC CS 301	150	\$2.32	\$348.00

Subtotal: \$1,488,490.31

Plus applicable taxes.

Comments:

Thank you for the opportunity to provide pricing. For more details on Neptune Technology Group and our products, please contact your TM or visit our website at www.neptunetg.com.

Thank You

Original ITB# 5278-20	Neptune Technology Group		2020 - 2021		2021 - 2022 Proposed		% Increase
	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1 RESIDENTIAL METERS							
	2600	ED2B32RPHF21S2067 - 5/8 x 3/4 T-10 PLS 316 PCODER SA PIT C/F W/25' PIGTAIL	\$ 85.91	\$ 223,366.00	\$ 88.49	\$ 230,074.00	3%
	700	ED2C11RPHF21S2067 - 3/4 T-10 C/I 302 P-CODER SA PIT C/F W/25' PIGTAIL	\$ 123.48	\$ 86,436.00	\$ 127.18	\$ 89,026.00	3%
	500	ED2F11RPHF21S2067 - 1 T-10 C/I 302 PCODER SA PIT C/F W/25' PIGTAIL	\$ 172.04	\$ 86,020.00	\$ 177.20	\$ 88,600.00	3%
	400	ED2C11RPMF11SG89 - 3/4 T-10 C/I 302 P-CODER R900i VS PIT C/F W/25' PIGTAIL	\$ 212.23	\$ 84,892.00	\$ 218.60	\$ 87,440.00	3%
	100	ED2B11RPMF11SG89 - 5/8 x 3/4 T-10 C/I 302 P-CODER R900i V5 PIT C/F W/25' PIGTAIL	\$ 174.23	\$ 17,423.00	\$ 179.46	\$ 17,946.00	3%
	400	ED2F11RPMF11SG89 - 1 T-10 C/I 302 PCODER R900i V5 PIT C/F W/25' PIGTAIL	\$ 260.23	\$ 104,092.00	\$ 268.04	\$ 107,216.00	3%

	5	ED2H11RPHF21S2067 - 1 1/2 T-10 OVAL P-CODER SA PIT C/F W/25' PIGTAIL	\$ 313.98	\$ 1,569.90	\$ 323.40	\$ 1,617.00	3%
	TOTAL ITEM 1		\$	603,798.90	\$	621,919.00	3%
2 RESIDENTIAL/MIUs							
	200	RPH2F11S2067 - REGPROCODER 5/8 T10 STANDALONE PIT C/F W/25' PIGTAIL	\$ 66.78	\$ 13,356.00	\$ 68.78	\$ 13,756.00	3%
	100	RPH2F21S2067 - REGPROCODER 3/4 T10 STANDALONE PIT C/F W/25' PIGTAIL	\$ 66.78	\$ 6,678.00	\$ 68.78	\$ 6,878.00	3%
	200	RPH2F31S2067 - REGPROCODER 1 T10 STANDALONE PIT C/F W/25' PIGTAIL	\$ 66.78	\$ 13,356.00	\$ 68.78	\$ 13,756.00	3%
	200	RPH2F41S2067 - REGPROCODER 1 1/2 T10 STANDALONE PIT C/F W/25' PIGTAIL	\$ 66.78	\$ 13,356.00	\$ 68.78	\$ 13,756.00	3%
	300	RPH2F51S2067 - REGPROCODER 2 T10 STANDALONE PIT C/F W/25' PIGTAIL	\$ 66.78	\$ 20,034.00	\$ 68.78	\$ 20,634.00	3%

2	RPH3F21S2067 - REGPROCODER SA PIT C/F 3 TRIDENT TURBINE W/25' PIGTAIL	\$ 66.78	\$ 133.56	\$ 68.78	\$ 137.56	3%
20	RPH3F31S2067 - REGPROCODER SA PIT C/F 4 TRIDENT TURBINE W/25' PIGTAIL	\$ 66.78	\$ 1,335.60	\$ 68.78	\$ 1,375.60	3%
20	RPH5F11S2067 - REGPROCODER SA PIT C/F 2 HP TURBINE W/25' PIGTAIL	\$ 66.78	\$ 1,335.60	\$ 68.78	\$ 1,375.60	3%
100	RPM2F11SG89 - REG-P-CODER R900i V5 PIT 5/8 T-10 C/F W/25' PIGTAIL	\$ 155.53	\$ 15,553.00	\$ 160.20	\$ 16,020.00	3%
100	RPM2F21SG89 - REG-P-CODER R900i V5 PIT 3/4 T-10 C/F W/25' PIGTAIL	\$ 155.53	\$ 15,553.00	\$ 160.20	\$ 16,020.00	3%
100	RPM2F31SG89 - REG-P-CODER R900i V5 PIT 1 T-10 C/F W/25' PIGTAIL	\$ 155.53	\$ 15,553.00	\$ 160.20	\$ 16,020.00	3%
1,000	.13341-200 - TRANSMITTER ASSY COMP R900 V4 WALL MIU	\$ 65.00	\$ 65,000.00	\$ 66.95	\$ 66,950.00	3%
1,000	.13442-200 - R900 V4 PIT MIU 6' ASSY COMPLETE	\$ 80.00	\$ 80,000.00	\$ 82.40	\$ 82,400.00	3%
200	.13377-210 - TRANSCEIVER ASSY R900 VS WALL MIU	\$ 80.00	\$ 16,000.00	\$ 82.40	\$ 16,480.00	3%

	1	.13676-200 - AT&T CMIU PIT 6' OF WIRE (10 YRS CELLULAR DATA)	\$ 350.00	\$ 350.00	\$ 360.50	\$ 360.50	3%
	150	.13678-200 - VERIZON CMIU PIT 6' OF WIRE (10 YRS CELLULAR DATA)	\$ 350.00	\$ 52,500.00	\$ 360.50	\$ 54,075.00	3%
	25	ET4HRPHF21S2067 - 1 1/2 HP TURBINE PCODER SA PIT C/F W/25' PIGTAIL	\$ 368.00	\$ 9,200.00	\$ 379.04	\$ 9,476.00	3%
	40	ED2J11RPHF21S2067 - 2 T-10 OVAL PCODER SA PIT C/F W/25' PIGTAIL	\$ 416.05	\$ 16,642.00	\$ 428.53	\$ 17,141.20	3%
	25	ET4ARPHF21S2067 - 2 HP TURBINE P-CODER SA PIT C/F W/25' PIGTAIL	\$ 432.04	\$ 10,801.00	\$ 445.00	\$ 11,125.00	3%
	20	EC2ARPHF21S2067 - 2 HP TRU/FLO P-CODER SA PIT C/F W/25' PIGTAIL	\$ 1,248.57	\$ 24,971.40	\$ 1,286.03	\$ 25,720.60	3%
	TOTAL ITEM 2		\$	391,708.16	\$	403,457.06	3%
3	COMMERCIAL METERS						
	2	ET2BR8F1 - 3 FIRE HYDRANT W/COUP DIR READ C/F BRZ	\$ 737.54	\$ 1,475.08	\$ 848.17	\$ 1,696.34	15%
	2	ET4BRPHF21S2067 - 3 HP TURBINE P-CODER SAPIT C/F W/25' PIGTAIL	\$ 639.10	\$ 1,278.20	\$ 734.97	\$ 1,469.94	15%

10	EC3BRPHF21S2067 - 3 TRU/FLO W/T- 10 P-CODER SA PIT C/F W/25' PIGTAIL	\$ 1,342.11	\$ 13,421.10	\$ 1,543.43	\$ 15,434.30	15%
2	ET4CRPHF21S2067 - 4 HP TURBINE P-CODER SA PIT C/F W/25' PIGTAIL	\$ 1,093.66	\$ 2,187.32	\$ 1,257.71	\$ 2,515.42	15%
12	EC3CRPHF21S2067 - 4 TRU/FLO W/T- 10 P-CODER SA PIT C/F W/25' PIGTAIL	\$ 2,380.44	\$ 28,565.28	\$ 2,737.51	\$ 32,850.12	15%
2	EP4C1RPHF21S2067 - 4 HP PROTECTUS FLANGE PCODER SA PIT C/F W/25' PIGTAIL	\$ 5,149.66	\$ 10,299.32	\$ 5,304.15	\$ 10,608.30	3%
2	ET4DRPHF21S2067 - 6 HP TURBINE P-CODER SA PIT C/F W/25' PIGTAIL	\$ 2,838.99	\$ 5,677.98	\$ 3,264.84	\$ 6,529.68	15%
2	EC3DRPHF21S2067 - 6 TRU/FLO W/T- 10 P-CODER SA PIT C/F W/25' PIGTAIL	\$ 3,926.89	\$ 7,853.78	\$ 4,515.92	\$ 9,031.84	15%
2	EP4D1RPHF21S2067 - 6 HP PROTECTUS FLANGE PCODER SA PIT C/F W/25' PIGTAIL	\$ 7,263.38	\$ 14,526.76	\$ 7,481.28	\$ 14,962.56	3%
2	ET4ERPHF21S2067 - 8 HP TURBINE P-CODER SA PIT C/F W/25' PIGTAIL	\$ 4,312.48	\$ 8,624.96	\$ 4,959.35	\$ 9,918.70	15%

	2	EP4E1RPHF21S2067 - 8 HP PROTECTUS FLANGE PCODER SA PIT C/F W/25' PIGTAIL	\$ 9,570.25	\$ 19,140.50	\$ 9,857.36	\$ 19,714.72	3%
	2	ET4FRPHF21S2067 - 10 HP TURBINE P-CODER SA PIT C/F W/25' PIGTAIL	\$ 4,500.00	\$ 9,000.00	\$ 5,175.00	\$ 10,350.00	15%
	2	EP4F1RPHF21S2067 - 10 HP PROTECTUS FLANGE PCODER SA PIT C/F W/25' PIGTAIL	\$ 13,995.00	\$ 27,990.00	\$ 14,414.85	\$ 28,829.70	3%
TOTAL ITEM 3			\$ 150,040.28	\$ 163,911.62	\$ 163,911.62	9%	
4 STRAINERS							
	2	.52000-201 - STRAINER 6 COMPLETE BRONZE	\$ 892.05	\$ 1,784.10	\$ 1,025.86	\$ 2,051.72	15%
	2	.52000-402 - STRAINER 10 COMPLETE BRONZE	\$ 4,000.01	\$ 8,000.02	\$ 4,600.01	\$ 9,200.02	15%
	2	.53107-000 - STRAINER 3 COMPLETE BRONZE	\$ 450.65	\$ 901.30	\$ 518.25	\$ 1,036.50	15%
	20	.53107-100 - STRAINER 4 COMPLETE BRONZE	\$ 554.25	\$ 11,085.00	\$ 637.39	\$ 12,747.80	15%
TOTAL ITEM 4			\$ 21,770.42	\$ 25,036.04	\$ 25,036.04	15%	
5 READING EQUIPMENT							
	1	.13457-000 - TRIMBLE PROGRAMMING MOUS SYSTEM LEVEL	\$ 750.00	\$ 750.00	\$ 772.50	\$ 772.50	3%
	1	.13462-000 - TRIMBLE RANGER 3 XE W/HR2650I RECEIVER	\$ 7,700.00	\$ 7,700.00	\$ 7,931.00	\$ 7,931.00	3%

	3	.13302-100 - R900 BELT CLIP TRANSCEIVER V3.0	\$ 1,900.00	\$ 5,700.00	\$ 1,957.00	\$ 5,871.00	3%
	1	.13655-100 - MRX920 V4 MOBILE DATA COLLECTOR	\$ 7,700.00	\$ 7,700.00	\$ 7,931.00	\$ 7,931.00	3%
	1	.12517-100 - ADVANTAGE II PROBE	\$ 1,288.00	\$ 1,288.00	\$ 1,326.64	\$ 1,326.64	3%
	TOTAL ITEM 5		\$	23,138.00	\$	23,832.14	3%
6 PARTS							
	25	.8316-606 - O-RING SQUARE 2 T- 10	\$ 3.50	\$ 87.50	\$ 3.60	\$ 90.00	3%
	400	.8340-038 - GASKET 4.620 x 5.145 x .120	\$ 1.02	\$ 408.00	\$ 1.05	\$ 420.00	3%
	75	.8341-312 - GASKET MAINCASE 3 T/F	\$ 3.72	\$ 279.00	\$ 3.83	\$ 287.25	3%
	75	.8341-313 - GASKET MAINCASE 4 T/F	\$ 5.08	\$ 381.00	\$ 5.23	\$ 392.25	3%
	500	.9083-001 - GASKET M/C 1 1/2 T- 10	\$ 2.59	\$ 1,295.00	\$ 2.67	\$ 1,335.00	3%
	400	.9083-002 - GASKET M/C 2 T-10	\$ 5.08	\$ 2,032.00	\$ 5.23	\$ 2,092.00	3%
	2	.9439-001SP00 - MEASURING CHMBR ASSY 3 TRU/FLO PO	\$ 547.16	\$ 1,094.32	\$ 563.57	\$ 1,127.14	3%

1	.9439-002SP00 - MEASURING CHMBR ASSY 4 TRU/FLO PO	\$ 597.30	\$ 597.30	\$ 615.22	\$ 615.22	3%
5	.9439-106 - MEASURING CHAMBER COMPLETE 6" TRU/FLO	\$ 1,008.67	\$ 5,043.35	\$ 1,038.93	\$ 5,194.65	3%
1	.9441-101 - GEAR TRAIN ASSY 6 & 8 T/T, T/F	\$ 104.82	\$ 104.82	\$ 107.96	\$ 107.96	3%
1	.9450-002 - DRIVE PINION 6 & 8 T/T	\$ 0.84	\$ 0.84	\$ 0.87	\$ 0.87	4%
25	.9485-006 - DRIVE ASSY 2 & 3 T/F	\$ 15.22	\$ 380.50	\$ 15.68	\$ 392.00	3%
1	.9490-001 - DRIVE END, MAGENT	\$ 0.57	\$ 0.57	\$ 0.59	\$ 0.59	4%
1	.9833-024 - BOTTOM CAP BRZ 3/4 T10 CAST-TO-SIZE	\$ 19.17	\$ 19.17	\$ 19.75	\$ 19.75	3%
1	.9842-024 - BOTTOM CAP 1 T10 BRZ CAST-TO-SIZE	\$ 34.30	\$ 34.30	\$ 35.33	\$ 35.33	3%
150	.9857-003 - GASKET MAINCASE 1 1/2 & 2 HPT ACCOPAC CS 301	\$ 2.25	\$ 337.50	\$ 2.32	\$ 348.00	3%
2	.9861-000 - MEASURING CHMBR ASSY 2" HP TRU/FLO	\$ 309.93	\$ 619.86	\$ 319.23	\$ 638.46	3%
5	.9861-200 - MEASURING CHMBR ASSY 1 1/2" & 2" HPT	\$ 315.56	\$ 1,577.80	\$ 325.03	\$ 1,625.15	3%

	20	.11329-100 - MEAS ELEM ASSY 3" HP TURBINE	\$ 259.70	\$ 5,194.00	\$ 267.49	\$ 5,349.80	3%
	1	.11347-110 - MAGNET/GEAR ASSY 3" HP TURBINE	\$ 4.28	\$ 4.28	\$ 4.41	\$ 4.41	3%
	1	.11347-210 - MAGNET/GEAR ASSY 4" HP TURBINE	\$ 5.64	\$ 5.64	\$ 5.81	\$ 5.81	3%
	600	.12482-002 - INSTALLATION KIT PIT APPLICATIONS	FREE	FREE	FREE	FREE	0%
	TOTAL ITEM 6			\$ 19,496.75	\$ 20,081.64	3%	
	TOTAL ITEMS 1-6			\$ 1,209,952.51	\$ 1,258,237.50	4%	
	9% SALES TAX			\$ 108,895.73	\$ 113,241.38	4%	
GRAND TOTAL			\$ 1,318,848.24	\$ 1,371,478.88	4%		

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works – Wastewater Collections
Subject:	Easement with Fairchild AFB for Spokane for Sanitary Sewer
Date:	June 28, 2021
Contact (email & phone):	Raylene Gennett Wastewater Director 625-7901 rgennett@spokanecity.org
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of the 25-year easement agreement with Fairchild Air Force Base for sanitary sewer
Background/History: City of Spokane wastewater collection system serves Fairchild Air Force Base. About 2,200 feet of the city system goes through Fairchild Air Force property. This nonexclusive easement is for the operation and maintenance of the sanitary sewer that crosses the Fairchild Air Force property. Prior easement (OPR 1995-0883) expired August 2020.	
Executive Summary: Easement for City of Spokane’s sewer pipe which crosses Fairchild AFB Property. 25-year easement agreement. Prior easement in 1995 has expired and needs extension.	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Department Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

City of Spokane Clerk's No. OPR 2020-
Linked with OPR 1995-0883

DEPARTMENT OF THE AIR FORCE
GRANT OF EASEMENT
FOR
CITY OF SPOKANE
ON
FAIRCHILD AIR FORCE BASE, WASHINGTON

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DEPARTMENT OF THE AIR FORCE

GRANT OF EASEMENT

PREAMBLE

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force (the "Grantor"), under and pursuant to the authority granted in 10 U.S.C. § 2668, the Secretary of the Air Force having determined that no more land than needed for the Easement is included herein, and the granting of this Easement is not against the public interest, does hereby grant and convey to **CITY OF SPOKANE**, an Easement, duly incorporated in the State of Washington and authorized to do business in this State (Grantee), a nonexclusive Easement for the operation and maintenance of a sanitary sewer line on, over, under, and across the property on Craig Road Landfill Annex, Fairchild Air Force Base (AFB), Washington, as described in Exhibit A and depicted on Exhibit B (the "Easement Area"). The Grantor and Grantee may be referred to as Parties or separately as a Party.

BASIC TERMS

1. TERM

1.1. Term.

This Grant shall be for a term of 25 years commencing 1 September 2020 and ending 30 August 2045 unless sooner terminated, in accordance with this Agreement.

1.2. Termination. The Government may terminate this easement at any time in the event of national emergency as declared by the President or the Congress of the United States, base closure, deactivation or substantial realignment, or in the interest of national defense upon 120 days' written notice to Grantee. If the giving of such notice is impracticable under the circumstances, the Secretary will use good faith efforts to give Grantee such advance written notice as the circumstances permit. If the Easement is terminated for any reason, Grantee is no longer obligated to provide a sewer services to the Grantor.

2. CONSIDERATION. The consideration for the Easement shall be the operation and maintenance of the sanitary sewer line for the benefit of the general public in accordance with the terms and conditions contained herein.

3. CORRESPONDENCE

Any written notices under this instrument shall be made by mailing or hand delivering such notice to the parties at the following addresses.

GRANTOR:
92 CES/CEIAP
Fairchild Air Force Base
100 W. Ent St.

Fairchild AFB, WA 99011

GRANTEE:
Director of Public Works
City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99210

With a Copy to:
City of Spokane, City Attorney's Office
808 W. Spokane Falls Blvd, Floor 5
Spokane, WA 99210

4. USE OF EASEMENT AREA

4.1. Permitted Uses. The Grantee shall use the Easement Area solely for purposes of the operation and maintenance of a sanitary sewer line. Grantee's use of the Easement Area shall comply, at Grantee's sole cost and expense, with all Applicable Laws. The Grantee shall not use or occupy the Easement Area in any manner that is unlawful, dangerous, or that results in waste, unreasonable annoyance, or a nuisance to the Government.

4.2. Grantee Access. Grantee is granted the nonexclusive right to use the walkways, streets, and roads on Craig Road Landfill Annex, Fairchild AFB, Washington in common with the Grantor and its grantees and licensees for access to and from the Easement Area and the nearest public street or highway.

4.3. Grantor's Right of Access And Inspection. Grantor shall have the right to enter the Easement Area at any time and shall have the right to reasonably inspect Grantee's use of it and any of Grantee's improvements or property placed thereon, without notice.

4.4. Grantor's Reasonable Regulation. The use and occupation of the Easement Area and the exercise of the rights herein granted shall be subject to Grantor's reasonable restrictions and regulations regarding ingress, egress, safety, sanitation, and security, as Grantor, or its duly authorized representatives, may from time to time impose.

4.5. No Obstructions. Neither party shall use the property nor construct, erect, or place any objects, buildings, structures, signs, or wells of a permanent nature on, under, or over the Easement Area that will unreasonably interfere with the other Party's use of the premises, as set out in this Easement or its reservations.

4.6. Limitation Of Grantee Rights. Except as is reasonably required to effect the purpose of this Easement, the Grantee has no right of use, license, easement, servitude, or usufruct, for any purpose, by necessity or otherwise, express or implied, on, over, across, or under any of the real property of the Grantor, and the Grantee agrees not to assert any such right or interest by reason of this Easement.

5. ABANDONMENT OR TERMINATION OF EASEMENT

5.1. Termination. This Easement may be terminated in whole or in part by the Grantor for Grantee's failure to comply with the terms of this Easement, and Grantor may terminate it for any part of the Easement Area that is abandoned or not used by the Grantee for 24 consecutive months. The Grantor shall give written notice of any termination, which shall be effective as of the date of the notice. Grantor shall provide a minimum of thirty (30) days notice to Grantee of termination for any reason.

5.2. Remedies For Non-Compliance. In the event the Grantee fails to comply with any obligation under this Easement, the Grantor may pursue monetary damages, equitable relief, or both.

OPERATION OF THE EASEMENT AREA

6. EASEMENTS AND RIGHTS OF WAY

This Easement is subject to all outstanding easements, rights-of-way, rights in the nature of an easement, leases, permits, licenses, and uses (collectively, "Outgrants") for any purpose affecting the Easement Area. The Air Force may make additional Outgrants and make additional uses that may affect the Easement Area. However, any such additional Outgrants shall not be inconsistent with the use of the Easement Area by the Grantee under this Easement.

7. CONDITION OF EASEMENT AREA

The Grantee has inspected and knows the condition of the Easement Area. It is understood that the Easement is granted "as is, where is" without any warranty, representation, or obligation on the part of the Grantor to make any alterations, repairs, improvements, or corrections to conditions or to defects whether patent or latent. The Parties shall jointly perform and sign or otherwise authenticate a Physical Condition Report at the beginning of the Easement term to document the condition of the Easement Area. This report will be made a part of this Easement as Exhibit C.

8. MAINTENANCE AND REPAIR OF EASEMENT AREA

8.1. Maintenance of Easement Area. The Grantee, at no expense to the Government, shall at all times preserve, maintain, repair, and manage the sewer line within the Easement Area, Grantee improvements, and Grantee equipment in an acceptable, safe, and sanitary condition in accordance with this Easement.

8.2. Damage to Government Property. If the Grantee damages or destroys any real or personal property of the Government, the Grantee shall promptly repair or replace such real or personal property to the reasonable satisfaction of the Government. In lieu of such repair or replacement, the Parties may agree the Grantee to pay to the Government money in an amount

sufficient to compensate for the loss sustained by the Government by reason of damage or destruction of Government property, including natural resources.

9. TAXES

The Grantee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges which, at any time during the term of this Easement may be imposed on the Grantee or the Easement Area.

10. INSURANCE

10.1. Risk of Loss. The Grantee shall in any event and without prejudice to any other rights of the Government bear all risk of loss or damage or destruction to the Easement Area and Easement Area improvements, Grantee equipment, fixtures, or other property thereon, arising from any causes due to Grantee's operations and maintenance of the sewer infrastructure, provided, however, the Government shall not be relieved of responsibility for loss or damage that is solely the result of the gross negligence or willful misconduct of the Government to the extent such loss or damage is not covered by coverage of insurance required under this Easement.

10.2. Grantee Insurance Coverage. The Parties recognize the Grantee is a governmental entity, is self-insured and carries an excess insurance policy in accordance with Washington State law.

10.3. General Requirements. All insurance required by this Easement shall be: (i) effected under valid and enforceable policies, in such forms and amounts required under this Easement, (ii) issued by Qualified Insurers defined for purposes of this paragraph as insurers authorized to do business and to issue the insurance policies required under this Paragraph 10 in the State of Washington ; (iii) provide that no reduction in amount or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by the Government of written notice thereof; (iv) provide that any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon ten (10) days' written notice to the Government; (v) provide that the insurer shall have no right of subrogation against the Government; and (vi) be reasonably satisfactory to the Government in all other respects. Proceeds under all policies of insurance carried and maintained to provide coverage required by this Paragraph 10 shall be available only for the stated purposes of the insurance. Under no circumstances will the Grantee be entitled to assign to any third-party rights of action that the Grantee may have against the Government in connection with any insurance carried pursuant to this Paragraph.

10.4. Evidence of Insurance. The Grantee shall deliver or cause to be delivered upon execution of this Easement (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Paragraph 10), at the Government's option, a letter of self-insurance evidencing the insurance and conditions relating thereto required by this Easement, in a form acceptable to the Government, and including such endorsements necessary to afford additional insured status.

10.5. Damage or Destruction of Easement Area. In the event all or part of the Easement Area is damaged (except de minimis damage) or destroyed, the risk of which is assumed by the Grantee under Paragraph 10.1, the Grantee shall promptly give notice thereof to the Government and the Parties shall proceed as follows:

10.5.1. In the event that the Government, in consultation with the Grantee, determines that the magnitude of damage is so extensive that the Easement Area cannot be used by the Grantee for its operations and the repairs, rebuilding, or replacement of the Easement Area cannot reasonably be expected to be substantially completed within three (3) months of the occurrence of the casualty ("Extensive Damage or Destruction of Easement Area"), either Party may terminate this Easement as provided in Paragraph 5.1. If this Easement is terminated pursuant to Paragraph 5.1, any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied to the restoration of the Easement Area in accordance with Paragraph 13.

10.5.2. In the event that the Government, in consultation with the Grantee, agree that Extensive Damage or Destruction of the Easement Area has not occurred, then neither Party shall have the right to terminate this Easement. The Grantee agrees to restore sewer infrastructure and any damage Grantee caused to the Easement Area as nearly as practicable to the condition that existed immediately prior to such loss or damage. Any insurance proceeds received as a result of any casualty loss to the Easement Area shall be applied first, to restoring the damaged area and removing any related debris to the reasonable satisfaction of the Government and second, to repairing, rebuilding, and/or replacing the Easement Area to the reasonable satisfaction of the Government.

11. ALTERATIONS

11.1. Alterations. At least 30 days before doing any work to repair, build, alter, modify, or demolish any improvements in the Easement Area, Grantee shall give written notice of its plans to the Installation Commander through the Base Civil Engineer, who shall have the right to review and approve or reasonably modify the plans and to place reasonable restrictions on Grantee's access, equipment, methods, materials, and manpower related to accomplishing the work, in order to ensure it is done consistent with Grantor's use of the Easement Area and the operation of the Installation.

11.2. Airfield Construction. Any new construction or alteration at the end of the runway, or within lateral clear zones for the runway, shall comply with any applicable Air Force requirements, such as those contained in Unified Facilities Criteria (UFC) 3-260-01 titled "Airfield and Heliport Planning and Design," dated 17 November 2008.

12. COSTS OF UTILITIES/SERVICES

Reserved. Not addressed in this easement.

13. RESTORATION

13.1. Grantee's Removal Obligation. Upon the expiration, abandonment, or termination of the Easement, Grantor may elect, in its sole discretion, to require Grantee to remove all its improvements and other property from the Easement Area and restore the Easement Area at Grantee's sole expense to substantially the same condition that existed immediately before the grant, all to Grantor's satisfaction. Grantor shall give notice to Grantee of such election within a reasonable time after learning of Grantee's abandonment, or together with Grantor's notice of termination. Alternatively, at those same times, Grantor may elect and give written notice to Grantee that some or all of Grantee's easement improvements and any other property Grantee may leave on the Easement Area will revert or be transferred to Grantor. Such reversion or transfer in lieu of Grantee's removal and restoration obligation shall be automatic and at no cost to Grantor and shall be effective on the Easement Term Expiration Date or the effective date of any abandonment or termination, without additional consideration therefore. Grantee shall execute any documentation reasonably requested by the Grantor to confirm any transfer or conveyance.

13.2. Government Restoration of Easement Area. If Grantee fails to timely satisfy its removal and restoration obligations, then at Grantor's option, after consultation with Grantee, Grantee's improvements and personal property located on the Easement Area shall either become Grantor's property without compensation therefore or the Government may cause them to be removed or destroyed and the Easement Area to be so restored as reasonably necessary at the expense of Grantee; and no claim for damages against Grantor, its officers, employees, agents, or contractors shall be created by or made on account of such removal or destruction and restoration work. Grantee shall reimburse Grantor for any expenses it incurs to restore the Easement Area to the condition required by this grant within thirty (30) days after the Government provides written notice to Grantee of the reimbursement amount together with reasonable documentary support of the reimbursement amount.

CHANGES IN OWNERSHIP OR CONTROL

14. ASSIGNMENT

Neither Party may assign this Easement without the prior written consent of the Other Party.

15. LIENS AND MORTGAGES

Reserved

ENVIRONMENT

16. ENVIRONMENTAL PROTECTION

16.1. Compliance with Applicable Laws. Grantee shall comply with all applicable federal, State, and local laws, regulations, and standards for environmental protection, including flood plains, wetlands, and pollution control and abatement, as well as for payment of all fines and

assessments by regulators for the failure to comply with such standards. Grantee shall also indemnify the Grantor to the full extent determined by law for any violation of such law, regulation, or standard and shall also reimburse the Grantor for any civil or criminal fines or penalties levied against the Grantor for any environmental, safety, occupational health, or other infractions caused by or resulting from Grantee's action or inaction or that of its officers, agents, employees, contractors, subcontractors, licensees, or the invitees of any of them, which arise as a direct result of Grantees operations. In the event that any actions by Grantee including those of its officers, agents, employees, contractors, subcontractors, licensees, or invitees cause or contribute to a spill or other release of a substance or material, Grantee shall conduct any required cleanup, abatement, or response action in accordance with all applicable federal, State and local laws and regulations or, at the discretion of Grantor, indemnify Grantor for all costs of completing such cleanup, abatement, or response action, caused by Grantee's actions.

16.2. Environmental Permits. The Grantee shall obtain at its sole cost and expense any environmental and other necessary permits required for its operations under this Easement, independent of any existing permits.

16.3. Indemnification. The Grantee shall, to the extent permitted by law, indemnify the Grantor, its agents and employees, from and against any loss, damage, claim, or liability whatsoever resulting in personal injury or death, or damage of property of the Grantor and others, directly due to the negligent exercise by the Grantee of any of the rights granted by the Easement, or any other negligent act or omission of the Grantee, including failure to comply with the obligations of this Easement or of any applicable laws that may be in effect from time to time.

16.4. Government Caused Environmental Damage. Grantee does not assume any of Grantor's liability or responsibility for environmental impacts and damage resulting from Grantor's activities; however, this provision does not relieve Grantee of any obligation or liability it might have or acquire with regard to third parties or regulatory authorities by operation of law.

16.5. Records Maintenance and Accessibility. The Government's rights under this Easement specifically include the right for Government officials to inspect the Easement Area, upon reasonable notice as provided under Paragraph 5.3, for compliance with Applicable Laws, including environmental laws, rules, regulations, and standards. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Violations identified by the Government will be reported to the Grantee and to appropriate regulatory agencies, as required by Applicable Law. The Grantee will be liable for the payment of any fines and penalties that may be imposed as a result of the actions or omissions of the Grantee.

16.6. Grantee Response Plan. The Grantee shall notify the base fire department of any emergency release of fuel or other chemical spill at (509)247-5215 along with the base real property officer identified previously in this agreement.

16.7. Pesticide Management. Any pesticide use will require prior Government approval.

16.8. Compliance with Water Conservation Policy. The Grantee will comply with the Installation water conservation policy, as applicable and as amended from time to time (to the extent that such policy exists and the Grantee receives copies thereof), as applicable from the Term Beginning Date through the Term Expiration Date.

16.9. Protection of Environment and Natural Resources. The Grantee will use all reasonable means available to protect environmental and natural resources, consistent with Applicable Laws and this Easement. Where damage nevertheless occurs, arising from the Grantee's activities, the Grantee shall be fully liable for any such damage caused by Grantee's actions.

16.10. Pesticides and Pesticide Related Chemicals in Soil. The Grantee acknowledges that the surface soil on the Easement Area may contain elevated levels of pesticides and pesticide-related chemicals applied in the normal course of maintaining the Easement Area. The Grantee shall manage all such soil on the Easement Area in accordance with the requirements of any Applicable Laws.

17. ASBESTOS-CONTAINING MATERIALS (ACM) AND LEAD-BASED PAINT (LBP)

Reserved

18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT

18.1. Compliance With Health and Safety Plan. The Grantee agrees to comply with the provisions of any health or safety plan in effect under the Installation Restoration Program (IRP) <https://ar.afcec-cloud.af.mil/> (to the extent the Grantee has received notice thereof), or any hazardous substance remediation or response agreement of the Government with environmental regulatory authorities (to the extent the Grantee receives notice thereof if the agreement is not of public record) during the course of any of the response or remedial actions described in Paragraph 20.3. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Grantee. The Grantee and any assignees, licensees, or invitees shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof, except to the extent permitted under federal law, including the Federal Tort Claims Act.

18.2. Occupational Safety and Health. The Grantee must comply with all Applicable Laws relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes.

19. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the Easement Area, the Grantee shall immediately notify the Government and protect the site and the material from further disturbance until the Government gives clearance to proceed.

20. INSTALLATION RESTORATION PROGRAM (IRP)

20.1. IRP Records. On or before the Term Beginning Date, the Government shall provide the Grantee access to the IRP records applicable to the Easement Area, if any, and thereafter shall provide to the Grantee a copy of any amendments to or restatements of the IRP records affecting the Easement Area. The Grantee expressly acknowledges that it fully understands the potential for some or all of the response actions to be undertaken with respect to the IRP may impact the Grantee's quiet use and enjoyment of the Easement Area. The Grantee agrees that notwithstanding any other provision of this Easement, the Government shall have no liability to the Grantee or any assignees, licensees, or invitees should implementation of the IRP or other hazardous waste cleanup requirements, whether imposed by law, regulatory agencies, or the Government or the Department of Defense, interfere with the Grantee's or any of its assignee's, licensee's, or invitee's use of the Easement Area. Fairchild AFB IRP records can be located at the following weblink, <https://ar.afcec-cloud.af.mil/>

20.2. Government Right of Entry. The Government and its officers, agents, employees, contractors, and subcontractors shall have the right, upon reasonable notice to the Grantee, to enter upon the Easement Area for the purposes enumerated in this Paragraph.

20.2.1. To conduct investigations and surveys, including, where necessary, drilling, soil and water samplings, testpitting, testing soil borings, and other activities related to the IRP;

20.2.2. To inspect field activities of the Government and its contractors and subcontractors in implementing the IRP;

20.2.3. To conduct any test or survey related to the implementation of the IRP or environmental conditions at the Easement Area or to verify any data submitted to the EPA or the State Environmental Office by the Government relating to such conditions; and

20.2.4. To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. Any investigations and surveys, drilling, testpitting, test soil borings, and other activities undertaken pursuant to this Subparagraph 20.2.4 shall be conducted in a manner that is as inconspicuous as practicable. Any monitoring wells, pumping wells, and treatment facilities required pursuant to this Paragraph 20.2.4 shall be designed and installed to be as inconspicuous as practicable. The Government shall attempt to minimize any interference with the Grantee's quiet use and enjoyment of the Easement Area arising as the result of such

wells and treatment facilities. The Government shall, subject to the availability of appropriations therefor, repair any damage caused by its exercise of the rights in this Paragraph.

20.3. ACCESS FOR RESTORATION

20.3.1. Nothing in this Easement shall be interpreted as interfering with or otherwise limiting the right of the Air Force and its duly authorized officers, employees, contractors of any tier, agents, and invitees to enter upon the Premises for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an Federal Facility Agreement (FFA) or required to implement the IRP conducted under the provisions of 10 U.S.C. §§ 2701-2705. The Grantee shall provide reasonable assistance to the Air Force to ensure Air Force's activities under this Paragraph 20.3 do not damage property of the Grantee on the Easement Area.

20.3.2. The United States Environmental Protection Agency (USEPA) and State of Washington, including their subordinate political units, and their duly authorized officers, employees, contractors of any tier, and agents may, upon reasonable notice to the Grantee and with Air Force's consent, enter upon the Premises for the purposes enumerated in Paragraph 20.3 and for such other purposes as are consistent with the provisions of an FFA. The Grantee shall provide reasonable assistance to USEPA and the State to ensure their activities under this Paragraph 20.3 do not damage property of the Grantee on the Easement Area.

21. ENVIRONMENTAL BASELINE SURVEY / ENVIRONMENTAL CONDITION OF PROPERTY

An Environmental Baseline Survey ("EBS") Waiver for the Easement Area dated 28 July 2020 has been delivered to the Grantee and is attached as Exhibit D hereto. The EBS sets forth those environmental conditions and matters on and affecting the Easement Area on the Easement Term Beginning Date as determined from the records and analyses reflected therein. The EBS is not, and shall not constitute, a representation or warranty on the part of the Government regarding the environmental or physical condition of the Easement Area, and the Government shall have no liability in connection with the accuracy or completeness thereof. In this regard the Grantee acknowledges and agrees that the Grantee has relied, and shall rely, entirely on its own investigation of the Easement Area in determining whether to enter into this Easement. A separate EBS for the Easement Area shall be prepared by the Government, after the expiration or earlier termination of this Easement ("Final EBS"). Such Final EBS shall document the environmental conditions and matters on and affecting the Easement Area on the Term Expiration Date as determined from the records and analyses reflected therein. The Final EBS will be used by the Government to determine whether the Grantee has fulfilled its obligations to maintain and restore the Easement Area under this Easement including, without limitation, Paragraph 13 and Paragraph 16.

GENERAL PROVISIONS

22. GENERAL PROVISIONS

22.1. Covenant Against Contingent Fees. The Grantee warrants that it has not employed or retained any person or agency to solicit or secure this Easement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul this Easement without liability or in its discretion to recover from the Grantee the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Grantee on the Easement secured or made through bona fide established commercial agencies retained by the Grantee for the purpose of doing business. “Bona fide established commercial agencies” has been construed to include licensed real estate brokers engaged in the business generally.

22.2. Officials Not to Benefit. No Member of, or Delegate to the Congress, or resident commissioner, shall be admitted to any part or share of this Easement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Easement if made with a corporation for its general benefit.

22.3. Gratuities.

22.3.1. The Government may, by written notice to the Grantee, terminate this Easement if, after notice and hearing, the Secretary of the Air Force or a designee determines that the Grantee, or any agent or representative of the Grantee, offered or gave a gratuity (e.g., an entertainment or gift) to any officer, official, or employee of the Government and intended, by the gratuity, to obtain an easement or other agreement or favorable treatment under an easement or other agreement, except for gifts or benefits of nominal value offered to tenants of the Easement Area in the ordinary course of business.

22.3.2. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

22.3.3. If this Easement is terminated under Paragraph 22.4.1, the Government shall be entitled to pursue the same remedies against the Grantee as in a breach of this Easement by the Grantee, and in addition to any other damages provided by law, to exemplary damages of not fewer than three (3), or more than ten (10), times the cost incurred by the Grantee in giving gratuities to the person concerned, as determined by the Government.

22.3.4. The rights and remedies of the Government provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Easement.

22.4. No Joint Venture. Nothing contained in this Easement will make, or shall be construed to make, the Parties’ partners or joint venturers with each other, it being understood and agreed that the only relationship between the Government and the Grantee under this Easement is that of landlord and tenant. Nothing in this Easement will render, or be construed to render, either of the Parties liable to any third party for the debts or obligations of the other Party.

22.5. Records and Books of Account. The Grantee agrees that the Secretary of the Air Force, the Comptroller General of the United States, or the Auditor General of the United States Air Force, or any of their duly authorized representatives, shall, until the expiration of three (3) years after the expiration or earlier termination of this Easement, have access to, and the right to examine, any directly pertinent books, documents, papers, and records of the Grantee involving transactions related to this Easement.

22.6. Remedies Cumulative; Failure of Government to Insist on Compliance. The specified remedies to which the Government may resort under the terms of this Easement are distinct, separate, and cumulative, and are not intended to be exclusive of any other remedies or means of redress to which the Government may be lawfully entitled in case of any breach or threatened breach by the Grantee of any provisions of this Easement. The failure of the Government to insist on any one or more instances upon strict performance of any of the terms, covenants, or conditions of this Easement shall not be construed as a waiver or a relinquishment of the Government's right to the future performance of any such terms, covenants, or conditions, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect. No waiver by the Government of any provisions of this Easement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the Government.

22.7. Counterparts. This Easement is executed in three (3) counterparts, each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

22.8. Personal Pronouns. All personal pronouns used in this Easement, whether used in the masculine, feminine, or neuter gender, will include all other genders.

22.9. Entire Agreement. It is expressly agreed that this written instrument, together with the provisions of other documents that are expressly incorporated by reference by the terms of this Easement, embodies the entire agreement between the Parties regarding the use of the Easement Area by the Grantee. In the event of any inconsistency between the terms of this Easement and of any provision that has been incorporated by reference, the terms of this Easement shall govern. There are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement. This instrument may only be modified or amended by mutual agreement of the Parties in writing and signed by each of the Parties.

22.10. Partial Invalidity. If any term or provision of this Easement, or the application of the term or provision to any person or circumstance, is, to any extent, invalid or unenforceable, the remainder of this Easement, or the application of the term or provision to persons or circumstances other than those for which the term or provision is held invalid or unenforceable, will not be affected by the application, and each remaining term or provision of this Easement will be valid and will be enforced to the fullest extent permitted by law.

22.11. Interpretation of Easement. The Parties and their legal counsel have participated fully in the negotiation and drafting of this Easement. This Easement has been prepared by the Parties

equally, and should be interpreted according to its terms. No inference shall be drawn that this Easement was prepared by, or is the product of, either Party.

22.12. Identification of Government Agencies, Statutes, Programs, and Forms. Any reference in this Easement, by name or number, to a government department, agency, statute, regulation, program, or form shall include any successor or similar department, agency, statute, regulation, program, or form.

22.13. Approvals. Any approval or consent of the Parties required for any matter under this Easement shall be in writing and shall not be unreasonably withheld, conditioned or denied unless otherwise indicated in this Easement.

22.14. Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Easement and none of the provisions of this Easement shall be for the benefit of, or enforceable by, any creditors of the Grantee.

22.15. No Individual Liability of Government Officials. No covenant or agreement contained in this Easement shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the Government, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Easement, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise.

22.16. Excusable Delays. The Government and Grantee shall be excused from performing an obligation or undertaking provided for in this Easement, and the period for the performance of any such obligation or undertaking shall be extended for a period equivalent to the period of such delay, so long as such performance is prevented or unavoidably delayed, retarded, or hindered by an act of God; fire; earthquake; flood; explosion; war; invasion; insurrection; riot; mob; violence; sabotage; act of terrorism; inability to procure or a general shortage of, labor, equipment, facilities, materials, or supplies in the open market; failure or unavailability of transportation, strike, lockout, action of labor unions; a taking by eminent domain, requisition, laws, orders of government, or of civil, military, or naval authorities (but only such orders of a general nature pertaining to the Easement Area and comparable properties in the state of Washington; governmental restrictions (including, without limitation, access restrictions imposed by the Government and arising without fault or negligence on the part of the Grantee that significantly hinder the Grantee's ability to access the Easement Area and perform its obligations under the Development Plan in a timely manner); required environmental remediation; or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control, and without the fault or negligence of, the Government or the Grantee, as the case may be, and/or any of their respective officers, agents, servants, employees, and/or any others who may be on the Easement Area at the invitation of the Grantee, or the invitation of any of the aforementioned persons, specifically excluding, however, delays for adjustments of insurance and delays due to shortage or unavailability of funds (collectively, "Excusable Delays"). Nothing contained in this Paragraph 22.17 shall excuse the Grantee from the performance or satisfaction of an obligation

under this Easement that is not prevented or delayed by the act or occurrence giving rise to an Excusable Delay.

23. SPECIAL PROVISIONS

Reserved

24. RIGHTS NOT IMPAIRED

24.1. Rights Not Impaired. Nothing contained in this Easement shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Government over the Easement Area relating to the security or mission of the Installation, the health, welfare, safety, or security of persons on the Installation, or the maintenance of good order and discipline on the Installation, as established in law, regulation, or military custom.

24.2. Installation Access. The Grantee acknowledges that it understands that the Installation is an operating military Installation that could remain closed to the public and accepts that the Grantee's operations may from time to time be restricted temporarily or permanently due to the needs of national defense. Access on the Installation may also be restricted due to inclement weather and natural disasters. The Grantee further acknowledges that the Government strictly enforces federal laws and Air Force regulations concerning controlled substances (drugs) and that personnel, vehicles, supplies, and equipment entering the Installation are subject to search and seizure under 18 U.S.C. § 1382. The Government will use reasonable diligence in permitting the Grantee access to the Easement Area at all times, subject to the provisions of this paragraph. Notwithstanding the foregoing, the Grantee agrees the Government will not be responsible for lost time or costs incurred due to interference, delays in entry, temporary loss of access, barring of individual employees from the Installation under federal laws authorizing such actions, limitation, or withdrawal of an employee's on-base driving privileges, or any other security action that may cause employees to be late to, or unavailable at, their work stations, or delay arrival of parts and supplies. The Government retains the right to refuse access to the Easement Area by the Grantee's parties. The Grantee, its assignees, employees, and invitees fully agree to abide with all access restrictions imposed by the Government in the interest of national defense.

24.3. Permanent Removal and Barment. Notwithstanding anything contained in this Easement to the contrary, the Government has the right at all times to order the permanent removal and barment of anyone from the Installation, including but not limited to assignees, if it believes, in its sole discretion, that the continued presence on the Installation of that person represents a threat to the security or mission of the Installation, poses a threat to the health, welfare, safety, or security of persons occupying the Installation, or compromises good order and/or discipline on the Installation.

24.4. No Diminishment of Rights. Except as provided in Paragraph 24.1, nothing in this Easement shall be construed to diminish, limit, or restrict any right of the Grantee under this Easement, or the rights of any assignees, licensees, or invitees as prescribed under their easements or Applicable Laws.

25. APPLICABLE LAWS

25.1. Compliance With Applicable Laws. The Grantee shall comply, at its sole cost and expense (except for matters for which the Government remains obligated hereunder pursuant to Paragraph 16), with all Applicable Laws including without limitation, those regarding construction, demolition, maintenance, operation, sanitation, licenses, or permits to do business, protection of the environment, pollution control and abatement, occupational safety and health, and all other related matters. The Grantee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable.

25.1.1. “Applicable Laws” means, collectively, all present and future laws, ordinances, rules, requirements, regulations, and orders of the United States, the State where the Easement Area is located and any other public or quasi-public federal, State, or local authority, and/or any department or agency thereof, having jurisdiction over the Project (“Project” means, collectively, the Easement Area and the Easement Area Improvements) and relating to the Project or imposing any duty upon the Grantee with respect to the use, occupation, or alteration of the Project during the Easement Term.

25.2. Permits, Licenses, and Approvals. The Grantee will be responsible for and obtain, at its sole expense, prior to the commencement of construction and demolition, and upon completion of the building of Easement Area improvements, any approvals, permits, or licenses that may be necessary to construct, occupy, and operate the Grantee improvements and Grantee equipment in compliance with all Applicable Laws.

25.3. No Waiver of Sovereign Immunity. Nothing in this Easement shall be construed to constitute a waiver of federal supremacy or federal sovereign immunity. Only laws and regulations applicable to the Easement Area under the Constitution and statutes of the United States are covered by this Paragraph. The United States presently exercises exclusive federal legislative jurisdiction over the Easement Area.

25.4 Grantee Responsibility for Compliance. Responsibility for compliance as specified in this Paragraph 25 rests exclusively with the Grantee. The Government assumes no enforcement or supervisory responsibility, except with respect to matters committed to its jurisdiction and authority. The Grantee shall be liable for all costs associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs related to the Grantee’s use and occupation of the Easement Area.

25.5. Grantee Right to Contest. The Grantee shall have the right to contest by appropriate proceedings diligently conducted in good faith, without cost or expense to the Government, the validity or application of any law, ordinance, order, rule, regulation, or requirement of the nature referred to in this Paragraph 25. The Government shall not be required to join in or assist the Grantee in any such proceedings.

26. AVAILABILITY OF FUNDS

The obligations of any Party to this Easement or of any transferee of the Easement shall be subject to the availability of appropriated funds for any such obligation, unless such Party or transferee is a non-appropriated fund instrumentality of the United States. No appropriated funds are obligated by this Easement.

27. CONGRESSIONAL REPORTING

This Easement is not subject to 10 U.S.C. § 2662.

28. AMENDMENTS

This Easement may be amended at any time by mutual agreement of the Parties in writing and signed by a duly authorized representative of each of the respective Parties. Such amendments may include, but are not limited to, extensions of the Easement Termination Date.

29. GENERAL INDEMNIFICATION BY GRANTEE

29.1. No Government Liability. Except as otherwise provided in this Easement, the Government shall not be responsible for damage to property or injuries or death to persons that may arise from, or be attributable or incident to, the condition or state or repair of the Easement Area, or the use and occupation of the Easement Area, or for damages to the property of the Grantee, or injuries or death of the Grantee's officers, agents, servants, employees, or others who may be on the Easement Area at their invitation or the invitation of any one of them.

29.2. Grantee Liability. Except as otherwise provided in this Easement, the Grantee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of, or incident to, the possession and/or use of the Easement Area by the Grantee, the Grantee's officers, agents, servants, employees, or others (excluding those employees or agents of the Government who are on the Easement Area for the purpose of performing official duties) who may be on the Easement Area at their invitation or the invitation of any one of them (the "Grantee Parties"), or the activities conducted by or on behalf of the Grantee Parties under this Easement. The Grantee expressly waives all claims against the Government for any such loss, damage, bodily injury, or death caused by, or occurring as a consequence of, such possession and/or use of the Easement Area by the Grantee Parties, or the conduct of activities or the performance of responsibilities under this Easement. The Grantee further agrees, to the extent permitted by Applicable Laws, to indemnify, save, and hold harmless the Government, its officers, agents, and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs, and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon bodily injury, death, or property damage resulting from, related to, caused by, or arising out of the possession and/or use of any portion of the Easement Area, or any activities conducted or services furnished by or on behalf of the Grantee Parties in connection with, or pursuant, to this Easement, and all claims for damages against the Government arising out of, or related to, the Easement. The agreements of Grantee contained in this Paragraph 29.2 do not

extend to claims caused by the gross negligence or willful misconduct of officers, agents, contractors, or employees of the United States without contributory fault on the part of any other person, firm, or corporation. The Government will give the Grantee notice of any claim against it covered by this indemnity as soon as practicable after learning of it.

30. ENTIRE AGREEMENT

It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Premises by the Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement.

31. CONDITION AND PARAGRAPH HEADINGS

The brief headings or titles preceding each Paragraph are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction and interpretation of this Easement.

32. STATUTORY AND REGULATORY REFERENCES

Any reference to a statute or regulation in this Easement shall be interpreted as being a reference to the statute or regulation as it has been or may be amended from time to time.

33. PRIOR AGREEMENTS

This Easement supersedes all prior agreements, if any, to the Grantee for the Easement Area, but does not terminate any obligations of the Grantee under such prior easements that may by their terms survive the termination or expiration of those easements, except to the extent such obligations are inconsistent with this Easement.

34. EXHIBITS

Three (3) exhibits are attached to and made a part of this Grant, as follows:

- Exhibit A - Description of Premises
- Exhibit B - Map of Premises
- Exhibit C – Environmental Baseline Survey

IN WITNESS WHEREOF, I have hereunto set my hand the _____ day of _____, 20_____.

THE UNITED STATES OF AMERICA
by its Secretary of the Air Force

By: _____
CASSIUS T. BENTLEY, III, Colonel, USAF
Commander, 92d Air refueling Wing

ACCEPTANCE

The Grantee hereby accepts this Grant of Easement and agrees to be bound by its terms.

DATED: _____ day of _____, 20_____.

GRANTEE:

CITY OF SPOKANE

By: _____
Print Name

Title: _____

Exhibit A - Description of Premises

A parcel of land located in the southeast quarter (SE1/4) of Section 27, Township 25 North, Range 41 East, Willamette Meridian, Spokane County, Washington and described as follows:

Beginning at a point within the Craig Road right of way also being the northeast corner of said southeast quarter (SE1/4) of said Section 27; thence westerly along the north line of said southeast quarter (SE1/4) a distance of 2275 feet; thence on a deflection angle of $46^{\circ}51'$ to the left (southwesterly) from the prolongation of the preceding call, a distance of 285 feet; thence at a deflection angle of 90° to the left (southeasterly) from the prolongation of the preceding call, a distance of 30 feet; thence on a deflection and of 90° to the left (northeasterly) from the prolongation of the preceding call, a distance of 251.44 feet to a point lying 45 feet south of when measured at right angles to the north line of the southeast quarter (SE1/4); thence easterly parallel with and 45 feet south of said north line, a distance of 2275 feet to the east line of Section 27 also being within the Craig Road right-of-way; thence northerly along said east line a distance of 45 feet to the POINT OF BEGINNING.

Contains 2.54 acres, more or less.

Exhibit B - Map of Premises



Exhibit C – Environmental Baseline Survey



DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 92D AIR REFUELING WING (AMC)
FAIRCHILD AIR FORCE BASE WASHINGTON

JUL 28 2020

MEMORANDUM FOR 92 CES/CEIAP

FROM: 92 CES/CD

SUBJECT: Environmental Baseline Survey (EBS) Waiver – Real Estate Outgrant for City of Spokane

1. In accordance with AFI 32-7066, paragraph 3.3.3.1., an EBS waiver is authorized when renewing a temporary interest in real property if no change in the premises or in allowable use will occur. The following criteria must also be met: the condition of the property will not create unacceptable human health and safety risks from usage of the property allowed under the real property transaction documents; the allowable use of the property will not introduce any hazardous substances or petroleum products in quantities greater than the minimum levels; and the allowable use of the property is consistent with environmental compliance requirements (such as those pertaining to wetlands, historic preservation, etc). Additionally, IAW AFI 32-7066, paragraph 3.3.1., the BCE or authorized designee, is the approval authority for an EBS waiver.
2. The City of Spokane maintains a sewer line running from the sewer main at Craig Road to the intertie on property owned by USAF at the historic Craig Road landfill. The renewal of the outgrant easement with Fairchild AFB will be under the same conditions and for the same purpose as the previous outgrant. The proposed time frame for the outgrant easement is 25 years. The maintenance of the sewer line will not create unacceptable human health or safety risks; will not introduce more than minimal levels of hazardous substances or petroleum products; and is consistent with environmental compliance requirements.
3. Based on the above criteria and information, I waive the requirement for an EBS for the subject real estate outgrant.


RONALD R. DANIELS, GS-14, DAF
Deputy Base Civil Engineer

REQUEST FOR ENVIRONMENTAL IMPACT ANALYSIS		Report Control Symbol RCS: 20-0008
INSTRUCTIONS: Section I to be completed by Proponent; Sections II and III to be completed by Environmental Planning Function. Continue on separate sheets as necessary. Reference appropriate item number(s).		
SECTION I - PROPONENT INFORMATION		
1. TO (Environmental Planning Function) 92 CES/CEIE	2. FROM (Proponent organization and functional address symbol) 92 CES/CEIAP	2a. TELEPHONE NO. DSN 657-2533
3. TITLE OF PROPOSED ACTION Craig Road Sewer Outgrant Easement to the City of Spokane		
4. PURPOSE AND NEED FOR ACTION (Identify decision to be made and need date) Page 2		
5. DESCRIPTION OF PROPOSED ACTION AND ALTERNATIVES (DOPAA) (Provide sufficient details for evaluation of the total action.) Page 2		
6. PROPONENT APPROVAL (Name and Grade) TRAVIS MASSEY, GS-11	6a. SIGNATURE MASSEY.TRAVI S.F.1136383880 <small>Digitally signed by MASSEY.TRAVIS.F.1136383880 Date: 2020.07.14 16:22:35 -07'00'</small>	6b. DATE 20200714
SECTION II - PRELIMINARY ENVIRONMENTAL SURVEY. (Check appropriate box and describe potential environmental effects including cumulative effects.) (+ = positive effect; 0 = no effect; - = adverse effect; U= unknown effect)		+ 0 - U
7. AIR INSTALLATION COMPATIBLE USE ZONE/LAND USE (Noise, accident potential, encroachment, etc.)	<input type="checkbox"/> + <input checked="" type="checkbox"/> 0 <input type="checkbox"/> - <input type="checkbox"/> U	
8. AIR QUALITY (Emissions, attainment status, state implementation plan, etc.)	<input type="checkbox"/> + <input checked="" type="checkbox"/> 0 <input type="checkbox"/> - <input type="checkbox"/> U	
9. WATER RESOURCES (Quality, quantity, source, etc.)	<input type="checkbox"/> + <input checked="" type="checkbox"/> 0 <input type="checkbox"/> - <input type="checkbox"/> U	
10. SAFETY AND OCCUPATIONAL HEALTH (Asbestos/radiation/chemical exposure, explosives safety quantity-distance, bird/wildlife aircraft hazard, etc.)	<input type="checkbox"/> + <input checked="" type="checkbox"/> 0 <input type="checkbox"/> - <input type="checkbox"/> U	
11. HAZARDOUS MATERIALS/WASTE (Use/storage/generation, solid waste, etc.)	<input type="checkbox"/> + <input checked="" type="checkbox"/> 0 <input type="checkbox"/> - <input type="checkbox"/> U	
12. BIOLOGICAL RESOURCES (Wetlands/floodplains, threatened or endangered species, etc.)	<input type="checkbox"/> + <input checked="" type="checkbox"/> 0 <input type="checkbox"/> - <input type="checkbox"/> U	
13. CULTURAL RESOURCES (Native American burial sites, archaeological, historical, etc.)	<input type="checkbox"/> + <input checked="" type="checkbox"/> 0 <input type="checkbox"/> - <input type="checkbox"/> U	
14. GEOLOGY AND SOILS (Topography, minerals, geothermal, Installation Restoration Program, seismicity, etc.)	<input type="checkbox"/> + <input checked="" type="checkbox"/> 0 <input type="checkbox"/> - <input type="checkbox"/> U	
15. SOCIOECONOMIC (Employment/population projections, school and local fiscal impacts, etc.)	<input type="checkbox"/> + <input checked="" type="checkbox"/> 0 <input type="checkbox"/> - <input type="checkbox"/> U	
16. OTHER (Potential impacts not addressed above.)	<input type="checkbox"/> + <input checked="" type="checkbox"/> 0 <input type="checkbox"/> - <input type="checkbox"/> U	
SECTION III - ENVIRONMENTAL ANALYSIS DETERMINATION		
17. <input checked="" type="checkbox"/> PROPOSED ACTION QUALIFIES FOR CATEGORICAL EXCLUSION (CATEX) # A2.3.19 ; OR <input type="checkbox"/> PROPOSED ACTION DOES NOT QUALIFY FOR A CATEX; FURTHER ENVIRONMENTAL ANALYSIS IS REQUIRED.		
18. REMARKS Granting easements, leases, licenses, rights of entry, and permits to use Air Force controlled property for activities that, if conducted by the Air Force, could be categorically excluded in accordance with 32 CFR 989 Appendix B. The EPF must document application of this CATEX on AF Form 813.		
19. ENVIRONMENTAL PLANNING FUNCTION CERTIFICATION (Name and Grade) Kristin Nester	19a. SIGNATURE NESTER.KRISTI N.A.1147295118 <small>Digitally signed by NESTER.KRISTIN.A.1147295118 Date: 2020.07.27 09:12:25 -07'00'</small>	19b. DATE 20200727

4. PURPOSE AND NEED FOR ACTION: The city of Spokane maintains the Fairchild AFB's sanitary sewer from sewer main at Craig Road to the intertie on property owned by USAF at historic Craig Rd landfill; a distance of approximately 100 yards from Craig Rd to the intertie on USAF property. The sewer line requires periodic maintenance and repair by the city of Spokane. The city of Spokane currently has an outgrant easement with Fairchild AFB for maintenance and repair of the sewer line intertie on USAF property that expires at the end of August 2020. The purpose of this AFF813 is to renew the city of Spokane's current outgrant easement with Fairchild AFB under the same conditions for the same purpose. The proposed time frame for the outgrant easement is 25 years.

5. DESCRIPTION OF PROPOSED ACTION AND ALTERNATIVES (DOPAA):

PROPOSED ACTION: Renew real estate outgrant easement to the city of Spokane to maintain/repair sewer from sewer main at Craig Road to the intertie on property owned by USAF at historic Craig Rd landfill; a distance of approximately 100 yards..

ALTERNATIVE I: No Action alternative. Do not renew real estate outgrant easement to the city of Spokane to maintain/repair sewer line on USAF property. The sewer line on Fairchild AFB will not be maintained/repared and will fall into disrepair.

ALTERNATIVE II: Build waste water treatment plant on Fairchild AFB to treat Fairchild AFBs sewer needs. This is a costly and permit intensive alternative that would take years to see fruition.

18. (Continued): The proposed action to renew a real estate outgrant easement to continue to allow the city of Spokane to repair/maintain the sewer line from sewer main at Craig Road to the intertie on property owned by USAF at historic Craig Rd landfill qualifies for categorical exclusion A2.3.19, granting permits to use Air Force controlled property for activities that, if conducted by the Air Force, could be categorically excluded. The proposed action is going to occur in an area that is in attainment with criteria pollutants in accordance with the Clean Air Act. Proposed action has no unique circumstances as defined in 32 CFR 989 Appendix A2.2.

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works – Riverside Park Water Reclamation Facility
Subject:	Amended and Restated Interlocal Agreement between Spokane and Airway Heights for sewer service to the Exotic Metal Property
Date:	June 28, 2021
Contact (email & phone):	Raylene Gennett Wastewater Director 625-7901 rgennett@spokanecity.org
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of the Amended Interlocal Agreement with Airway Heights for sewer service to the Exotic Metals Property
<p><u>Background/History:</u> The City of Spokane and Airway Heights have an interlocal agreement for Spokane to provide sewer service on a temporary basis to specific property more commonly known as Exotic Metals property, located in Airway Heights’ sewer service area. (OPR 2014-0296). Exotic Metals is a Categorical and Significant Industrial User defined under federal, state and local regulations and as such is required to obtain and comply with a wastewater discharge permit issued by Spokane’s wastewater pretreatment program. The original agreement provides for the Parties to renegotiate the agreement in the event Exotic Metals changes its operations, changes ownership or expands. Exotic Metals has expanded its operations, changed its name, and has requested an additional sewer connection. The original agreement needs to be renegotiated.</p>	
<p><u>Executive Summary:</u> Council approval</p> <ul style="list-style-type: none"> • In 2014, the City and Airway Heights executed an interlocal agreement for sewer service to specific properties more commonly known as Exotic Metals. • The Agreement provides for renegotiation in the event there is a change in ownership, expansion or additional properties added. • Exotic Metals has expanded its operations, changed its name, and has requested an additional sewer connection. • The original agreement needs to be amended. 	
<p><u>Budget Impact:</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Department Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	

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

Specify changes required:

Known challenges/barriers:

When recorded return to:

**City of Spokane - Clerk's Office
West 808 Spokane Falls Blvd.
Spokane, WA 99201**

AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN AIRWAY HEIGHTS AND THE CITY OF SPOKANE FOR SEWER SERVICE TO PROPERTY LOCATED ON SPOKANE COUNTY TAX PARCEL NUMBERS: 15351.0015, AND 15351.0009 (a/k/a EXOTIC METAL PROPERTY) FORMERLY KNOWN AS PARCEL 15351.0014, 15351.0013, 15351.0012 15351.0011, WITH THE ADDITION OF 15351.0009.

This Amended and Restated Interlocal Agreement is made between the City of Spokane ("Spokane") and the City of Airway Heights ("Airway Heights"), hereinafter referenced together as the "Parties".

WHEREAS, the City of Spokane owns and operates a Publicly Owned Treatment Works (POTW) including a Wastewater Treatment Plant and conveyance system. Spokane operates under a National Pollution Discharge Elimination System Permit No. WA 0024473; and

WHEREAS, the City of Airway Heights owns and operates a Publicly Owned Treatment Works. Airway Heights operates under a Reclaimed Water Permit No. ST 0045504 issued by the Washington State Department of Ecology; and

WHEREAS, Exotic Metals Forming Company, LLC ("Exotic Metals") property is located within Airway Heights' designated sewer service area; and

WHEREAS, the Parties entered into an Interlocal Agreement ("Interlocal Agreement") on April 14, 2014 (OPR 2014-0296) which provides for Spokane to provide sewer service to specified properties located within Airway Heights, owned and operated as Exotic Metals, under specific terms and conditions outlined therein; and

WHEREAS, since entry of the Interlocal Agreement, Exotic Metals has changed ownership and expanded; they are now requesting sewer service for an additional parcel (Spokane County Tax Parcel No. 15351.0009), both of these changes necessitate renegotiation of the original agreement; and

WHEREAS, Airway Heights has negotiated with Exotic Metals for the development of specific additional real property located within Airway Heights' corporate boundaries, more fully described in Exhibit A attached and incorporated herein, and within Airway Heights' sewer service area, Spokane County tax parcel numbers:

Parcel No. 15351.0009 legally described as 35-25-41 AIRWAY HEIGHTS W721.93FT OF N1/2 OF NE1/4 EXC RD

Parcel No. 15351.0015 (formerly known as Parcel Nos. 15351.0014, 15351.0013, 15351.0012 15351.0011 described below) now legally described as 35-25-41, a portion of the Northeast one-quarter of said Section 35, being described as follows: All of Parcels 2, 3, 4 and 5 as said Parcels are shown upon that certain Record of Survey filed for Record on December 31, 2001 in Book 100 of Surveys, Page 53, Spokane County Records, and being more particularly described as follows: BEGINNING at the Northeast corner of said Parcel 2, being herein above described; thence along the North line of said Parcels 2, 3, 4 and 5, South 89°45'45" West 1073.04 feet to the Northwest corner of said Parcel 5; thence along the West line of said Parcels 5 and 3, South 00°13'42" East 1290.92 feet to the Southwest corner of said Parcel 3; thence along the South line of said Parcel 3; North 89°44'03" East 1539.30 feet to the Southeast corner of said Parcel 3; thence along the East line of said Parcels 3 and 2, North 35°58'47" West 798.45 feet and North 00°12'20" West 642.10 feet to the said point of beginning of this description.

Formerly:

Parcel No. 15351.0014, legally described as 35-25-41: N 842.70 FT OF N1/2 OF NE1/4 EXC N 30 FT FOR RD & EXC E 1699.80 FT & EXC PTN LYG W OF LN DAF; BEG NE COR SEC 35, TH S 0°12'19" E ALG E LN OF SEC TO PT ON S ROW LN OF RD, TH S 89°45'45" W ALG S ROW LN OF RD 1937.82 FT TO TRUE POB OF LN, TH S 0°13'41" E PAR W LN OF NE1/4 1290.92 FT TO S LN OF N1/2 OF NE1/4 BEING PT OF TERMINUS FOR LN

Parcel No. 15351.0013, legally described as: 35-25-41: E 1669.60 FT OF N 842.70 FT OF N1/2 OF NE1/4 OF SEC 35 EXC N 30.00 FT FOR RD & EXC E 1401.60 FT

Parcel No. 15351.0012, legally described as: 35-25-41: E 1401.60 FT OF N 842.70 FT OF N1/2 OF NE1/4 EXC OF N 30.00 FT FOR RD & EXC E 1133.00 FT TOG W/ PTN OF N1/2 LYG S OF N 842.70 FT & SWLY OF LINE DAF; BEG NE COR OF SEC 35, TH S 89°45'45" W ALG N LN OF SEC 1348.56 FT TO

PT LYG NELY & 25.00 FT DISTANT FROM YELLOWSTONE PIPELINE CO PIPELINE BEING TRUE POB OF LN, TH S 35°58'17" E ALG LN 25.00 FT DISTANT & PAR TO PIPELINE 1626.34 FT TO S LN OF N1/2 OF NE1/4 BEING PT OF TERMINUS FOR LN, SD PT LIES S 89°44'04" W 398.00 FT FROM SE COR OF N1/2 OF NE1/4; EXC PTN LYG W OF LINE DAF, BEG NE COR OF SEC 35, TH S 00°12'19" E ALG E LN OF NE1/4 30.00 FT TO PT ON S LN OF RD ROW, TH S 89°45'45" W ALG ROW LN 1937.82 FT TO TRUE POB FOR LN, TH S 00°13'41" E PAR TO W LN OF NE1/4 1290.92 FT TO S LN OF N1/2 OF NE1/4 BEING PT OF TERMINUS FOR SD LN

And, **Parcel No. 15351.0011**, legally described as 35-25-41: E 1133.00 FT OF N 842.70 FT OF N1/2 OF NE1/4 EXC N 30 FT & EXC PTN E 865.00 FT LYG NELY OF LN DAF; BEG NE COR OF SEC 35, TH S 89°45'45" W ALG N LN OF SEC 1348.56 FT TO PT LYG NELY & 25.00 FT DISTANT OF YELLOWSTONE PIPELINE CO PIPELINE BEING TRUE POB FOR LN, TH S 35°58'17" E ALG LN 25.00 FT DISTANT & PAR TO PIPELINE 1626.34 FT TO S LN OF N1/2 OF NE1/4 BEING THE PT OF TERMINUS FOR LN, PT BEING S 89°44'04" W 398.00 FT FROM SE COR OF N1/2 OF NE 1/4

All combined area is defined as "Exotic Metals Property", consisting of approximately 56.66 acres and more fully identified in whole in Exhibit A; and

WHEREAS, the location of the Property is such that conveyance and treatment of wastewater from Exotic Metals directly to and by Spokane is based on gravity flow from both parcels and is more efficient and less costly for Airway Heights; and

WHEREAS, Airway Heights has requested an additional point of connection to Spokane's POTW via a private side sewer owned by Exotic Metals to connect Parcel 15351.0009 directly into the 21-inch City of Spokane sewer line to the south of the Exotic Metals properties (manhole number 0924621CD) ; and

WHEREAS, Airway Heights requested Spokane provide additional sewer services to the specific additional tax parcel identified herein and above, with Airway Heights agreeing to accept full responsibility for any and all discharges into Spokane's POTW, including exercising any jurisdictional compliance actions subject to this Agreement; and

WHEREAS, this Agreement is the sole and full Agreement between the Parties for sewer services to the specified parcels as identified herein as the Exotic Metals Property and is limited to said identified parcels only; and

WHEREAS, Airway Heights and Spokane acknowledge and understand that prior to Spokane's acceptance of any wastewater flows from these specific properties (Exotic Metal Property), this Agreement must be executed by both Airway Heights and Spokane.

NOW THEREFORE, the Parties incorporate the above as though set out in full and agree as follows:

Section 1. PARTIES:

- 1.1 "Airway Heights" is the City of Airway Heights, a non-charter code city of the State of Washington. Contact information: Albert Tripp, City Manager, 1208 S. Lundstrom, Airway Heights, WA 99001. Telephone: (509) 244-5578.
- 1.2 "Spokane" is the City of Spokane, a first class charter city of the State of Washington. Contact information: Plant Manager or her/his designee, Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington, 99205. Telephone: (509) 625-4600.
- 1.3 "Exotic Metals Property" is defined and limited to the identified two (2) parcels as depicted in Exhibit A. All flows from the Exotic Metals Property shall be routed through the identified Points of Connection.
- 1.4 "Points of Connection" is defined as two (2) connections located as follows:
 - a. Connection from Spokane County Tax Parcel No. 15351.0015 located through an emergency overflow connection owned by Airway Heights located in Russell Street, approximately 1450 feet south of McFarlane Road Intersection, identified as Lagoon Emergency Overflow Monitor. And
 - b. Connection from Spokane County Tax Parcel No. 15351.0015 located from a private side sewer owned by Exotic Metals which connects directly to the 21 inch City of Spokane sewer line to the south of the Exotic Metals properties (manhole number 0924621CD).

c. For purposes of identifying responsibilities of Spokane the Point of Connection from Spokane County Tax Parcel No. 15351.0015 shall be considered to be at MH 0914227CD, whereupon infrastructure enters Spokane's POTW. All connection located north of this MH shall be Airway Heights' responsibility.

Section 2. PURPOSE:

- 2.1 The purpose of this Agreement is to provide for the terms and conditions for the management, handling, and delivery of domestic and process wastewater from Spokane County Tax Parcels 15351.0015 and 15351.0009 **ONLY** (hereinafter identified as "Exotic Metal Property") into Spokane's POTW as described herein.
- 2.2 This Agreement allows for financing responsibility for delivery of wastewater only between Airway Heights and Spokane for sewer service to the Exotic Metal Property.
- 2.3 This Agreement is for delivery of wastewater to Spokane's POTW only under terms and conditions outlined herein. At the time of signing, the Parties do not have a separate current Agreement for sewer or pretreatment services.
- 2.4 The Parties recognize and agree that Exotic Metals is a Categorical and Significant Industrial User as defined in federal, state, and local regulations and as such is required to obtain and comply with a wastewater discharge permit, and its terms and conditions, directly from Spokane, including payment of any fees or additional charges associated with process wastewater, as may be applicable.
- 2.5 Pursuant to OPR #2021-0221, Airway Heights has agreed to place a permanent non-removable plug in Russell Street immediately north of McFarlane Road, which shall permanently plug and close the former emergency overflow pipe from their Treatment Plant. Airway Heights will notify Spokane in writing when this action is completed. The Parties further agree that Spokane shall have the right to inspect and secure the permanent non-removable plug from time to time, as needed in Spokane's sole discretion.

- 2.6 Should Airway Heights fail to permanently plug and close the former emergency overflow pipe from their Treatment Plant, Spokane is authorized to permanently plug any connection points in their sole discretion and charge AWHTS any and all costs associated with said installation.

Section 3. RESPONSIBILITIES OF AIRWAY HEIGHTS:

- 3.1 This Agreement provides only for wastewater flows from the Exotic Metals Property as identified herein through the defined two (2) Points of Connection. Any other flows from Airway Heights are prohibited, unless approved in writing by Spokane.
- 3.2 Airway Heights agrees to and shall maintain, clear, and clean any and all sewer infrastructure or piping from all properties connecting to Spokane's sewer trunk line located at MH 0914227CD, solely at Airway Heights' cost.
- 3.3 Airway Heights will be familiar with and will ensure compliance with all of the requirements of Spokane's NPDES permit, Spokane Municipal Code (SMC), and any other applicable state and/or federal laws, regulations, or requirements, as they currently exist and/or as they are amended during the term of this Agreement, including, but not limited to obtaining permit authority from Spokane and its Industrial Pretreatment Program. Airway Heights will assist if requested by Spokane with any enforcement or compliance actions.
- 3.4 Airway Heights agrees to assist as necessary, if needed, to require Exotic Metals to obtain a wastewater discharge permit covering all parcels prior to discharge into Spokane's system and will ensure compliance with all of requirements of Spokane's NPDES permit, SMC and any other applicable laws, regulations or requirements as outlined herein, to include, without limitation payment of any costs or fees, as a condition of delivery of wastewater to Spokane.
- 3.5 Airway Heights is authorized, to take emergency action to stop or prevent any discharge that presents or may present an imminent danger to the health or welfare of humans, that reasonably appears to threaten the environment, or that threatens to interfere with the operation of Spokane's POTW.

Section 4. RESPONSIBILITIES OF SPOKANE:

- 4.1 Spokane will be responsible for conveying all wastewater from the designated Points of Connection to Riverside Park Water Reclamation Facility (RPWRF) as defined in Section 1.4c.
- 4.2 Spokane will be responsible for the operation of Riverside Park Water Reclamation Facility as specified by the NPDES permit requirements and other state or federal requirements which may apply.
- 4.3 Spokane is authorized to take emergency action to stop or prevent any discharge that presents or may present an imminent danger to the health or welfare of humans, that reasonably appears to threaten the environment, or that threatens to interfere with the operation of Spokane's POTW.

Section 5. ADMINISTRATION OF THE AGREEMENT:

The Wastewater Director, or its designee will administer this Agreement on behalf of the City of Spokane. The Public Works Director will administer this Agreement on behalf of the City of Airway Heights.

Section 6. RESOLUTION OF DISPUTES:

The Parties shall make a good faith effort to resolve by informal discussion any dispute arising under this Agreement. Except as otherwise provided in this Agreement, any and all disputes arising under this Agreement shall be resolved pursuant to this Section 6. Dispute resolution shall proceed as follows:

- 6.1. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise. The Parties agree that cooperation and communication are essential to resolving issues efficiently.
- 6.2. Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between the City and Airway Heights will be governed under the dispute resolution process set forth in this Section. Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative.

- 6.3. Before either Party may refer a dispute to mediation or provide a notice of the same to the other Party, the Parties will seek to resolve the dispute at the lowest possible level by completing the following steps.
- 6.3.1. Spokane's Director of Wastewater and Airway Heights' Director of Public Works shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within ten (10) days, then the Parties will refer the dispute to Spokane's Director of Public Works and Airway Heights' Director of Public Works.
- 6.3.2. Spokane's Director of Public Works and Airway Heights' Director of Public Works will meet and confer and attempt to resolve the dispute. If they cannot resolve the dispute within fourteen (14) days, then either Party may initiate mediation.
- 6.4. Within 15 days of the completion of the steps in the above Section, each Party shall propose to the other party in writing not more than five (5) candidates to act as mediator. Within seven (7) days of exchanging lists of mediator candidates, the parties will meet and confer to choose one name from the list. If the Parties are unable to agree on a mediator 30 days after completion of the steps outlined above, then the Parties will jointly petition the Presiding Judge of the Spokane County Superior Court to appoint a mediator.
- 6.5. The Parties shall use reasonable efforts to resolve the dispute within 30 days with the assistance of the mediator.
- 6.6. Except as otherwise provided by this Agreement, the Parties shall continue to fulfill their respective duties under this Agreement pending resolution of any dispute.
- 6.7. The Parties shall share the costs of the mediator.
- 6.8. If mediation fails to resolve the dispute within 30 days of selection of the mediator, the Parties may thereafter seek redress in court subject to this Amendment.

Section 7. POINTS OF CONNECTION:

The Points of Connection for the Exotic Metals Property wastewater discharge are set forth below, and in Exhibit B.

7.1 Locations:

- a. Connection from Spokane County Tax Parcel No. 15351.0015: A side sewer connection located through an emergency overflow connection located in Russell Street, approximately 1450 feet south of McFarlane Road Intersection, identified as Lagoon Emergency Overflow Monitor.
- b. Connection from Spokane County Tax Parcel No. 15351.0015: A private side sewer owned by Exotic Metals connects directly to the 21 inch sewer line to the south of the Exotic Metals properties (manhole number 0924621CD)

7.2 Terms:

- a. Character of Service: In addition to domestic wastewater, Exotic Metals is a Categorical and Significant Industrial User as defined in federal, state, and local laws and regulations and as such, requires a Discharge Permit directly from Spokane and is required to comply with all regulations associated with the Wastewater Discharge Permit and any process wastewater.
- b. The Director of Wastewater is authorized to increase or decrease service needs in time(s) of emergency as may be determined, and with such conditions as specified and for such time as determined necessary. Appropriate adjustments in billings shall be made.

Section 8. TREATMENT, OPERATION & MAINTENANCE CHARGES:

- 8.1 This Agreement is limited only to those flows originating from Exotic Metals activities on Exotic Metals Property as identified herein and authorized and permitted by Spokane, for the duration of this Agreement. All flows shall be metered for wastewater volume by Exotic Metals and reported to Spokane on a monthly basis.
- 8.2 Airway Heights shall reimburse Spokane for all maintenance or rehabilitation costs which Spokane may incur to maintain flow capacity, and structural integrity of the conveyance system from the

specified Exotic Metal Property to Spokane's POTW to include without limitation direct and indirect costs.

Section 9. SERVICE CHARGES:

- 9.1 Airway Heights shall pay the rate as established in the Spokane Municipal Code for a Commercial User Charge – Non-City Customer. This rate will be adjusted annually as adopted by ordinance by the Spokane City Council.
- 9.2 Any wastewater discharge permit fees and additional costs which may be associated with Categorical and/or Significant Industrial User discharge are not included in this Agreement and will be direct billed to Exotic Metals.
- 9.3 Spokane shall bill Airway Heights no less frequently than annually. Payments are due within thirty (30) days of billing. Unpaid balances shall accrue interest at one percent (1%) per month.

Section 10. BILLING PROCEDURES:

- 10.1 Spokane will provide to Airway Heights on a monthly basis, an invoice listing the total volume of wastewater accepted and processed by Spokane.
- 10.2 Service charges for the operations and maintenance of maintaining sewer lines and equipment will be billed to Airway Heights at least annually or more frequently, as applicable.

Section 11. PRETREATMENT:

- 11.1 Airway Heights agrees to adopt and enforce a pretreatment ordinance, and implement regulations, equivalent to Spokane's ordinances and regulations, which are required by the Washington State Department of Ecology (DOE), the Federal Clean Water Act (42 U.S.C. Section 1251 et seq.), and the rules and regulations issued thereunder (see 40 CFR Part 403). To include without limitation, assistance in enforcement of any pretreatment requirements or compliance with Exotic Metals' wastewater discharge permit.

11.2 SPOKANE holds National Pollutant Discharge Elimination System (NPDES) Permit No. WA-002447-3 and is required by federal and state law to develop and implement an Industrial Pretreatment Program in all jurisdictions it serves or from which it accepts wastewater. As such, Spokane will administer and enforce all Pretreatment regulations for the Exotic Metals Property.

Section 12. ACCEPTABLE WASTEWATER:

With exception of the specific terms and agreements to accept wastewater flows from the Exotic Metals Property only, Airway Heights will not deliver any stormwater and/or combined sewer into Spokane's POTW. The wastewater system within Airway Heights will be designed to purposely not collect or deliver any stormwater and/or combined sewer through any direct or indirect connection to Spokane's system. Inflow and infiltration will be restricted to acceptable standards as established by DOE.

Section 13. INDEMNITY:

Airway Heights shall indemnify Spokane for all loss, liability, damages, fines and costs incurred as a result of harmful industrial or other waste discharge from the Exotic Metals Property. This indemnification does not extend to the extent it may be determined that any loss arises from the sole negligent actions or omissions of Spokane, its officers, agents or employees.

Airway Heights shall reimburse Spokane for fines or costs stemming from injury to Spokane personnel, damages to Spokane facilities, disruption of treatment processes or operations, harmful degradation of sludge quality, NPDES permit violations, and other air, water, sludge, and quality violations caused by industrial wastes received from the Exotic Metals Property.

Section 14. AMENDMENT/ASSIGNMENT:

Amendment of this Agreement may be made only by written agreement of the Parties. Neither this Agreement nor any of the rights, interests or obligations created hereunder may be assigned, sold, or otherwise transferred in whole or in part by either Party without the prior written consent of the other Party.

Section 15. DURATION AND TERMINATION:

15.1 This Agreement shall be in effect for the duration wastewater flow is received by Spokane from the identified Exotic Metals Property.

In the event the activities on the identified Exotic Metals Property change, this Agreement shall be reviewed and adjusted accordingly.

In the event the Exotic Metals Property is reconfigured, including but not limited to aggregated or subdivided, this Agreement shall be renegotiated in full and revised as appropriate and memorialized in a written amendment prior to accepting any additional or revised sewer flows.

15.2 Should Airway Heights reconfigure its sewer transmission lines to directly connect the identified Exotic Metals Property to its facility, the Parties shall renegotiate this Agreement.

15.3 This Agreement shall be reviewed by the Parties every five (5) years, or upon request of any Party. Any changes, adjustments shall be by executed written amendment or agreement. Either Party may request revision or termination upon ninety (90) days written notice to the other Party.

Section 16. HEADINGS:

The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, limit or extend the scope or intent of the sections to which they apply.

Section 17. ALL WRITINGS CONTAINED HEREIN – MERGER AND FULL INTEGRATION:

This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The Parties have read and understand all of this Agreement, and state that no representation, promise, or agreement not expressed in this Agreement has been made to induce the Parties to execute the same.

Section 18. FILING OF THE AGREEMENT:

Spokane and Airway Heights shall file this Agreement with the respective City Clerks.

Section 19. SEVERABILITY:

In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

Section 20. NOTICES:

All notices, requests, demands, waivers, consents and other communications required under this Agreement shall be in writing and shall be delivered by the following means: (i) by certified mail, return-receipt requested, (ii) by facsimile providing confirmation of completed transmission, or (iii) by such other means as may be approved in writing by the Parties. Service of any such notice, request, demand, waiver, consent, or other communication, shall be deemed to have been duly given and to have become effective upon receipt.

Any and all notices, demands, waivers, consents and other communications shall be forwarded to each of the Parties at the following addresses:

To Spokane: Director of Wastewater, City of Spokane RPWRF
4401 North Aubrey L. White Parkway
Spokane, WA 99205
Telephone: (509) 625-4600
Facsimile: (509) 625-4605

With a copy to: City Attorney
Office of the City Attorney
City of Spokane – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201
Telephone: (509) 625-6225
Facsimile: (509) 625-6277

To Airway Heights:

With a copy to:

or to such other address as may be agreed to in writing by the Parties.

Section 21. EFFECTIVE DATE:

This Agreement shall become effective immediately after it is duly adopted by the Councils of the Cities of Spokane and Airway Heights.

This Agreement shall supersede any and all prior agreements concerning sewer service to the Exotic Metals Property.

Section 22. GOVERNING LAW and VENUE:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (regardless of the laws that might otherwise govern under applicable principles of conflicts of law of such state). The Parties (i) agree that any lawsuit, judicial action, or proceeding arising out of or relating to this Agreement must be heard in the Superior Court of the State of Washington in and for the County of Spokane, or in the United States District Court for the Eastern District of Washington, (ii) waive any objection to the venue of any such suit, action, or proceeding, and (iii) irrevocably submit to the jurisdiction of any such court in any such lawsuit or judicial action or proceeding.

Section 23. REASONABLE AND GOOD FAITH EFFORTS:

Each Party will make all reasonable and good faith efforts to coordinate with the other Party to complete the Airway Heights and Spokane Improvements, to secure the Regulatory Approvals, and accomplish tasks provided for in this Agreement in a timely manner.

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

Dated: _____

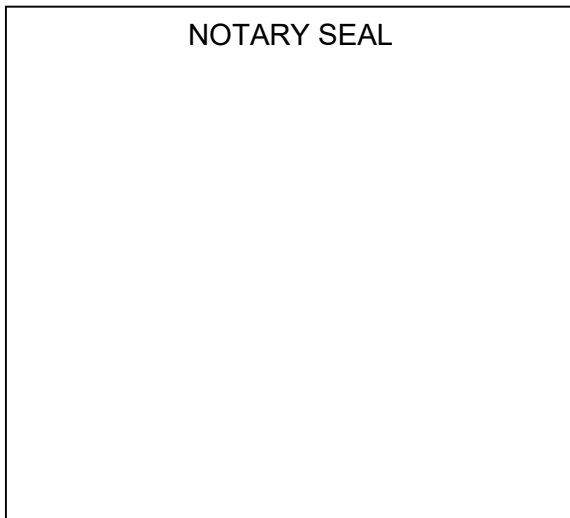
CITY OF SPOKANE

By: _____

Title: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and acknowledged that signature of this document, on oath stated that he was authorized to sign it and acknowledged it to be the free and voluntary act of such party for the uses and purposes therein mentioned.



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

Approved, Subject to City Council Approval
City of Spokane

Dated: _____

By: _____
Director Public Utilities

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk
City of Spokane

City Attorney
City of Spokane

City of Airway Heights

Dated: _____

By: _____

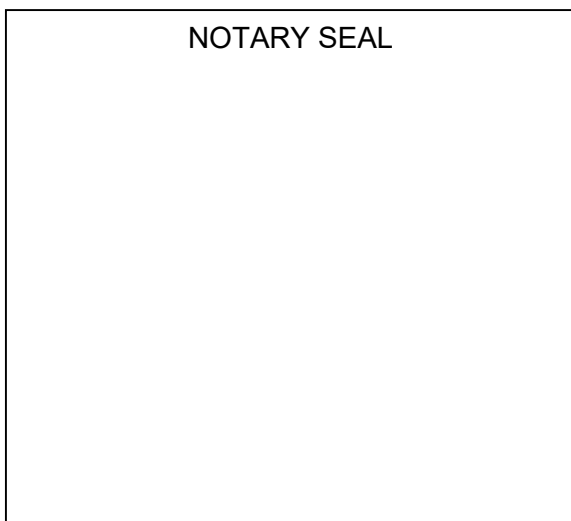
Albert Tripp
City Manager

STATE OF WASHINGTON)

) ss.

County of Spokane)

I certify that I know or have satisfactory evidence that Albert Tripp is the person who appeared before me and acknowledged that signature of this document, on oath stated that hw was authorized to sign it and acknowledged it to be the free and voluntary act of such party for the uses and purposes therein mentioned.



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

Approved as to form:

Stanley Schwartz
City Attorney for Airway Heights

Attest:

City of Airway Heights Clerk

Date

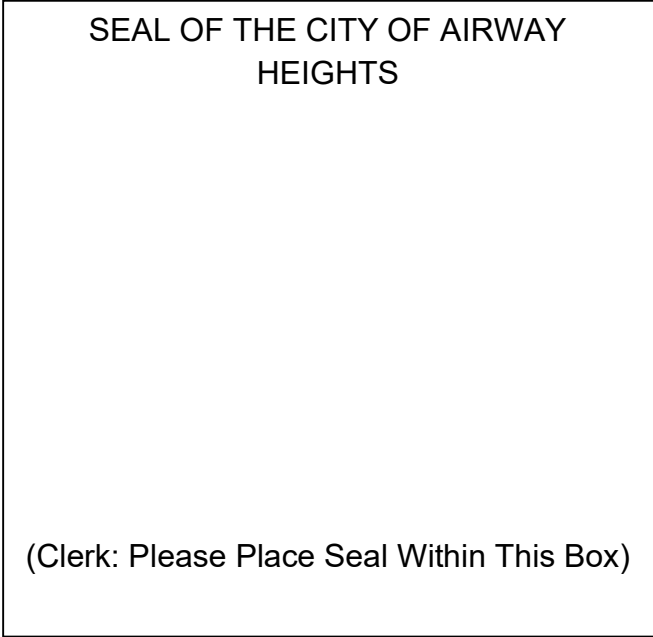
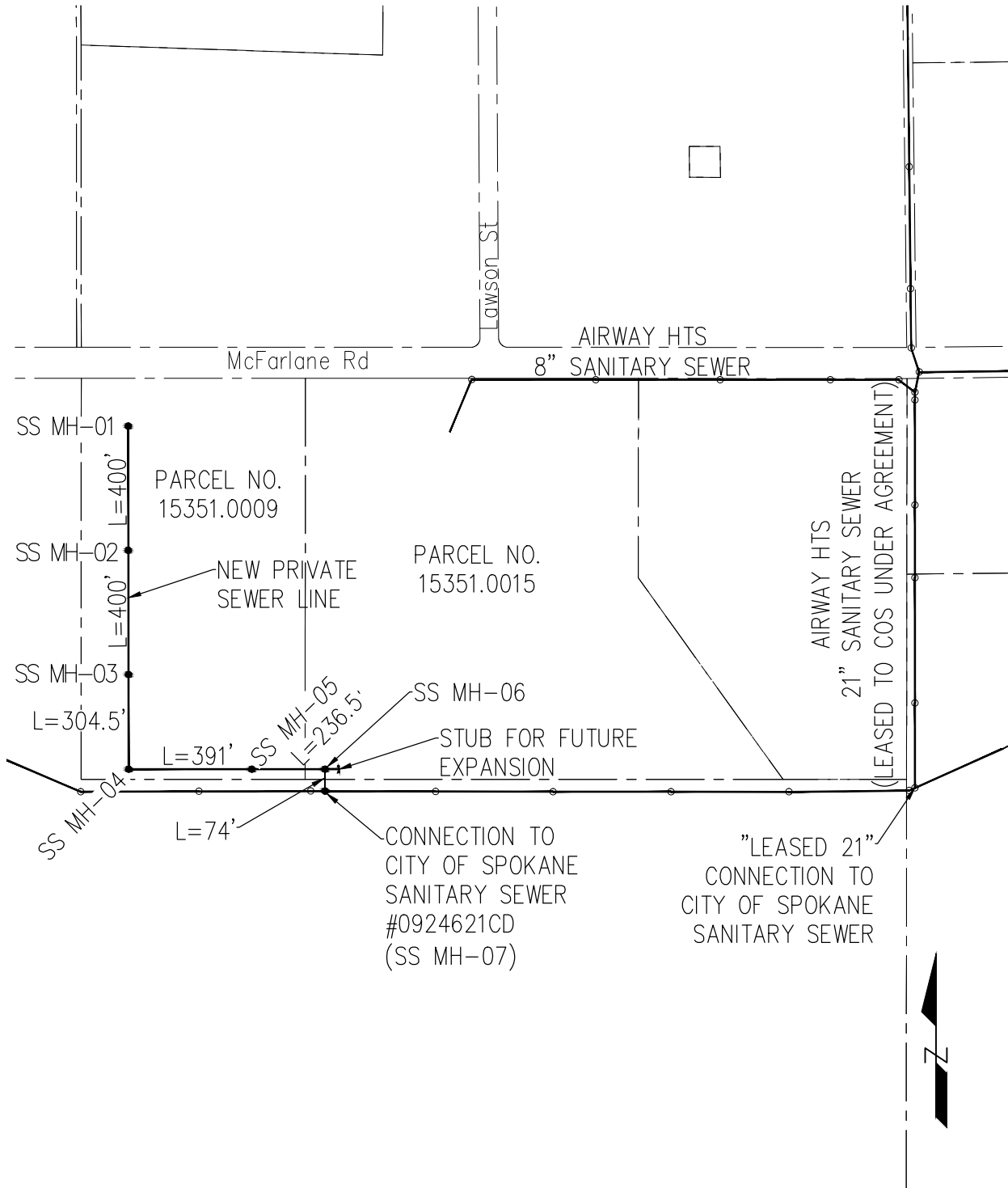


EXHIBIT A – EXOTIC METALS FORMING PROPERTY PARCELS

EXHIBIT B - POINTS OF CONNECTION TO CITY OF SPOKANE POTW

EXHIBIT A



Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works – Riverside Park Water Reclamation Facility
Subject:	Multijurisdictional Agreement with Airway Heights for Industrial Pretreatment Program
Date:	June 28, 2021
Contact (email & phone):	Raylene Gennett Wastewater Director 625-7901 rgennett@spokanecity.org
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of the Multijurisdictional Agreement (MJA) with Airway Heights
<p><u>Background/History:</u> The City of Spokane provides sewer service to a number of properties located within the City of Airway Heights. As part of the federal and state pretreatment regulations, the City is required to have a multijurisdictional agreement (MJA) for jurisdictional coordination between the two cities. This Agreement allows for those sewer connections located within the City of Airway Heights to discharge wastewater to Spokane’s POTW and provides for the jurisdictional authority for the enforcement of federal, state and local pretreatment regulatory requirements for the collection, treatment and disposal of wastewater.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> MJA between Spokane and Airway Heights for coordination of regulatory requirements, including enforcement of federal, state and local requirements. 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source: Department</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

City of Spokane No.: _____
City of Airway Heights No.: _____

**Multijurisdictional Agreement
between
City of Airway Heights and
City of Spokane
for
Industrial Pretreatment Program**

THIS MULTIJURISDICTIONAL AGREEMENT entered into by and between the CITY OF SPOKANE, a first class charter city, whose business address is 808 West Spokane Falls Boulevard, Spokane, Washington 99201, as "SPOKANE", and the CITY OF AIRWAY HEIGHTS, a non-charter code city of the state of Washington, whose business address is 1208 S. Lundstrom, Airway Heights, WA 99001, as "AIRWAY HEIGHTS," hereinafter jointly referred to as "PARTIES".

RECITALS

WHEREAS, pursuant to the provisions of Chapter 35.92 RCW, SPOKANE owns and operates a Publicly Owned Treatment Works (POTW), consisting in part of interceptor sewers, and Riverside Park Water Reclamation Facility (RPWRF) for the benefit of its citizens; and

WHEREAS, SPOKANE's POTW and Sewer Service Area serve customers located within and outside SPOKANE's jurisdictional boundaries, which include areas located within AIRWAY HEIGHTS; and

WHEREAS, SPOKANE holds National Pollutant Discharge Elimination System (NPDES) Permit No. WA-002447-3 and is required by federal and state law to develop and implement an Industrial Pretreatment Program in all jurisdictions it serves or from which it accepts wastewater; and

WHEREAS, SPOKANE regulates public health and safety and exercises local government police powers within its respective regulatory area, as now or as hereafter amended. SPOKANE's regulatory area is its city limits, as now or hereafter amended; and

WHEREAS, AIRWAY HEIGHTS owns and operates a public sewer utility, to include a Water Reclamation Plant (WRP), and holds a Reclaimed Water Permit; and

WHEREAS, AIRWAY HEIGHTS is required by federal and state law to implement an Industrial Pretreatment Program, with assistance from the Washington State Department of Ecology; and

WHEREAS, AIRWAY HEIGHTS regulates public health and safety and exercises local government police powers within its regulatory authority area, as now or as hereafter amended. AIRWAY HEIGHTS' regulatory area is its city limits, as now or as hereafter amended; and

WHEREAS, both PARTIES must develop and implement certain elements of an Industrial Pretreatment Program pursuant to conditions contained in their respective Permits issued by the Washington State Department of Ecology; and

WHEREAS, in some places the respective Sewer Service Areas may not be identical to the City Limits of a Party. SPOKANE needs to have the capability of enforcing the requirements of those sections of its NPDES Permit which are impacted by discharges from AIRWAY HEIGHTS; and

WHEREAS, Pretreatment Program requirements concerning this Agreement include but are not limited to 40 CFR 403.8 provisions referenced below, and state laws and regulations, as now or as hereafter amended; and

WHEREAS, the purpose of this Agreement is to establish enforcement authority for those sewer flows and address Pretreatment Program requirements with respect to such flows accepted by SPOKANE. The PARTIES understand that neither party can accept wastewater without an actively enforced Pretreatment Program in accord with applicable federal and state requirements; and

WHEREAS, AIRWAY HEIGHTS has adopted SPOKANE's pretreatment ordinance by reference. AIRWAY HEIGHTS' pretreatment ordinance as now or hereafter amended is contained in Airway Heights Municipal Code, Chapter 13.06A. Federal and State regulatory obligations are enforced as a requirement of the Reclaimed Water Rule, WAC 173-219, which regulates reclaimed water production and distribution activities administered by the Washington State Departments of Ecology and Health; and

WHEREAS, SPOKANE'S pretreatment ordinance as now or hereafter amended is contained in Spokane Municipal Code (SMC) Chapter 13.03A. SMC 13.03A is patterned after federal and state model ordinances. Federal and state regulatory obligations are enforced as a requirement of the NPDES permit program regulating wastewater discharges into public waters administered by the Washington State Department of Ecology as delegate agency of the US EPA; and

WHEREAS, except as otherwise required by the Washington State Department of Ecology, either SPOKANE or AIRWAY HEIGHTS may delegate regulatory functions for administration and management of regulatory programs or make mutual arrangements to

manage them through Interlocal cooperation agreements authorized by chapter 39.34 RCW; and

WHEREAS, it is necessary to define appropriate jurisdictions to meet the requirements and conditions of SPOKANE's NPDES Permit; and

WHEREAS, it is in the best interests of the PARTIES and in the interest of the public health, safety, and welfare of citizens residing and working in the areas served by the PARTIES that this Agreement be executed;

WHEREAS, this Agreement specifically supersedes any surviving terms of the previous *Interlocal Agreement Airway Heights Pretreatment Program* adopted January 30, 2012, City of Spokane OPR 2012-0058.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other goods and valuable consideration, SPOKANE and AIRWAY HEIGHTS agree as follows:

1. AUTHORITY FOR CONTRACT – COMPLETENESS

This Agreement is made and entered into in accordance with provisions of RCW 36.94.190 and Chapter 39.34 RCW. This Agreement, except where otherwise provided, shall be complete within itself. The terms of this Agreement may be amended only by written agreement of the PARTIES.

2. PURPOSE

- A. The Purpose of this Agreement is to allow sewer connections located within AIRWAY HEIGHTS to discharge wastewater to SPOKANE'S POTW under limited conditions as defined herein.
- B. This Agreement provides for and defines the respective roles and responsibilities of the PARTIES to work cooperatively to meet Ecology's requirements for the administration of the State's Industrial Pretreatment Program and SPOKANE's NPDES Waste Discharge Permit, number WA-002447-3, or its replacement, regulating SPOKANE'S POTW.
- C. This Agreement provides jurisdictional authority for the enforcement of federal, state and local pretreatment regulatory requirements for collection, treatment and disposal of wastewater.
- D. Except as specifically stated in this Agreement, this agreement does not provide for general sewer services from AIRWAY HEIGHTS' POTW to SPOKANE's POTW.

- E. The Parties have one current existing Agreement for sewer services, Spokane City Clerk's Office Number OPR 2014-0296, Exotic Metals Forming Property, which authorizes sewer flows via AIRWAY HEIGHTS' POTW to SPOKANE's POTW from specifically identified parcels. This Pretreatment Agreement is not intended to materially alter OPR 2014-0296 and is intended to work in conjunction. All other prior Agreements between the PARTIES for general sewer services and pretreatment services have expired. The PARTIES understand that any surviving terms from the expired prior agreements are hereby superseded and are of no further force and effect as of the effective date of this Agreement.
- F. This Agreement does not grant AIRWAY HEIGHTS any authority to discharge, bypass or divert overflow from its Water Reclamation Plant to SPOKANE's POTW.

3. DEFINITIONS

- A. CATEGORICAL PRETREATMENT STANDARDS means any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that applies to a specific category of users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405 471
- B. CONTROL AUTHORITY means the jurisdiction delegated the authority by Ecology to issue permits under the federal pretreatment program (40 CFR Part 403) to users discharging to SPOKANE'S POTW (a Publicly Owned Treatment Works). For purposes of this Agreement, Control Authority means SPOKANE.
- C. ECOLOGY means the Washington State Department of Ecology, or its successor.
- D. END OF PIPE means the point at which an Industrial User's waste stream enters SPOKANE'S POTW.
- E. EPA means the United States Environmental Protection Agency, or its successor.
- F. EXOTIC METALS FORMING PROPERTY means those specified Spokane County Parcels identified in OPR 2014-0296, which are geographically located within AIRWAY HEIGHTS' designated Sewer Service Area and served by AIRWAY HEIGHTS' POTW which conveys Exotic Metals' flows to SPOKANE's POTW.
- G. GPD means GALLONS PER DAY, referring to rate of flow.

H. INDIRECT DISCHARGE OR DISCHARGE

The introduction of pollutants into the POTW from any non-domestic source regulated under section 307 (b), (c) or (d) of the Act (33 USC §1317). The discharge into the POTW is normally by means of pipes, conduits, pumping stations, force mains, constructed drainage ditches, surface water intercepting ditches, and all constructed devices and appliances appurtenant thereto.

I. INDUSTRIAL USER OR USER means a source of indirect discharge, non-domestic source regulated under section 307(b), (c), or (d) of 33 USC Section 1317.

J. INTERTIE means a connection that allows for discharge from one entity's POTW to another entity's POTW.

K. JURISDICTION means the areas within the PARTIES' City Limits subject to their respective governmental authority.

L. NPDES means a National Pollutant Discharge Elimination System Permit issued to a Party, pursuant to chapter 90.48 RCW and the Federal Clean Water Act.

OUTSIDE SPOKANE REGULATORY (OSR) AREA refers to areas located either inside Spokane's designated Sewer Service Area that flow to SPOKANE's POTW, but which are located outside of SPOKANE'S City Limits and inside AIRWAY HEIGHTS' City Limits, and/or other areas within AIRWAY HEIGHTS under separate agreement with SPOKANE for service.

M. PARTIES mean the City of Spokane and the City of Airway Heights.

N. POTW means Publicly Owned Treatment Works, a treatment works, as defined by section 212 of the Act (33 U.S.C. section 1292), which is owned by a public entity and includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant.

O. PRETREATMENT or INDUSTRIAL PRETREATMENT PROGRAM or PRETREATMENT PROGRAM means a program administered by a POTW that meets the criteria established in Chapter 40 CFR §§403 and which has been approved by a Regional Administrator or State Director.

P. PRETREATMENT STANDARDS means prohibited discharge standards (SMC 13.03A.0201), categorical pretreatment standards (SMC 13.03A.0202), state pretreatment standards (SMC 13.03A.0203) and local limits (SMC 13.03A.0204) and/or BMP's established by the POTW. In addition, this

definition includes anything encompassed in 40 CFR §403.3(l) and/or WAC 173-216-030 (17).

- Q.** RPWRF means the City of Spokane Riverside Park Water Reclamation Facility
- R.** SEWER SERVICE AREA means the area identified in the Spokane County Comprehensive Wastewater Management Plan in which either the City of Spokane or Airway Heights actually provides, or is expected ultimately to provide, sewer service.
- S.** SIU means Significant Industrial User, a user subject to categorical pretreatment standards, or a user that:
 - a. discharges an average of twenty five thousand gallons per day (25,000 gpd) or more of process wastewater to the POTW (excluding sanitary, non-contact cooling and boiler blow down wastewater); or
 - b. contributes a process waste stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant. As used herein “organic capacity” means the capacity of the treatment plant to treat wastewater as opposed to the “hydraulic capacity” or capability to accept and handle fluids; or
 - c. is designated as such by the RPWRF Plant Manager on the basis that it has a reasonable potential to cause an adverse effect on operations of Spokane’s POTW, adverse impact on Spokane’s ability to comply with its NPDES permit, cause Spokane’s POTW to violate any pretreatment standard or requirement or because of other regulatory control needs.
(Source: 40 CFR §403.3(v))

The RPWRF Plant Manager may determine that an Industrial User subject to categorical pretreatment standards is a Non-Significant Categorical Industrial User rather than a SIU on a finding that the Industrial User never discharges more than one-hundred gpd of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:

- a. The Industrial User, prior to the Plant Manager’s finding, has consistently complied with all applicable categorical pretreatment standards and requirements;
- b. The Industrial User annually submits the certification statement required in 40 CFR Part 403.12(q), together with any additional information necessary to support the certification statement; and
- c. The Industrial User never discharges any untreated concentrated wastewater.

T. REGULATORY AREA means an area within a City's limits

U. WASTEWATER means liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are discharged to a POTW.

4. TERM

This Agreement will remain in effect for the longer of 10 years or so long as the PARTIES continue to have cross jurisdictional connections for wastewater services. The Agreement can be extended in two (2) year increments upon written request to the other Party. at least 60 days prior to expiration. Either Party may terminate this Agreement upon giving one hundred eighty (180) days' written notice to the other Party. In the event the Agreement is terminated, or expires, then AIRWAY HEIGHTS agrees to cease any discharge of wastewater to SPOKANE's POTW and disconnect all connection points.

5. PRETREATMENT PROGRAM AUTHORITY

SPOKANE currently has delegated authority from Ecology for pretreatment purposes and has authority to write discharge permits for industries discharging to its POTW. SPOKANE is required to develop, administer, manage, and coordinate with Ecology the NPDES permit pretreatment requirements for all industrial users serviced by SPOKANE'S POTW. AIRWAY HEIGHTS is authorized, to take emergency action to stop or prevent any discharge that presents or may present an imminent danger to the health or welfare of humans, that reasonably appears to threaten the environment, or that threatens to interfere with the operation of SPOKANE'S POTW.

6. APPLICABILITY

This Agreement shall apply to all users located in Outside Spokane Regulatory Areas (OSRs) that discharge to SPOKANE's POTW, according to the most stringent requirements or individual discharge limits listed by SPOKANE. OSRs are areas located either inside Spokane's designated Sewer Service Area that flow to SPOKANE's POTW, but which are located outside of SPOKANE'S City Limits and inside AIRWAY HEIGHTS' City Limits, and/or other areas within AIRWAY HEIGHTS under separate agreement with SPOKANE for service.

7. IMPLEMENTATION OF REGULATORY PRETREATMENT PROGRAM

A. Within OSR Areas: SPOKANE enforces up to court action:

- i. Where an End of Pipe location is in an OSR Area, the PARTIES agree that the AIRWAY HEIGHTS' pretreatment ordinance governs.
- ii. SPOKANE will enforce the AIRWAY HEIGHTS ordinance, Chapter 13.06A, as now or hereafter amended, and all aspects of AIRWAY HEIGHTS' pretreatment program, and may be specially deputized by AIRWAY HEIGHTS as may be necessary for this function. Any court action to enforce SPOKANE's pretreatment program will be brought in the name of SPOKANE (as the real party-in-interest) by its legal counsel.

B. Exotic Metals Forming Property

Exotic Metals Forming Property discharges to AIRWAY HEIGHTS' POTW, which conveys those flows to SPOKANE's POTW. This Property is located within AIRWAY HEIGHTS' City Limits and outside of SPOKANE'S Sewer Service Area, and is regulated by a separate agreement OPR 2014-0296 in addition to this agreement.

- C. Except as specifically provided for in this Agreement, flows to SPOKANE's POTW from any other areas located in AIRWAY HEIGHTS, (i.e. not from OSR Areas), are prohibited,** unless authorized in a separate written sewer service agreement or written amendment to this Agreement. A separate agreement may include intertie locations subject to applicable pretreatment standards. Any such agreement would also require a general sewer services agreement and/or SPOKANE's applicable commercial rates will apply for wastewater received from outside of SPOKANE's City Limits.
- D.** An abbreviated summary of activities to be conducted by each party is provided in Exhibit 1 of this document..

8. INDUSTRIAL USER IDENTIFICATION

- A.** SPOKANE will update and maintain the Industrial User Survey for Industrial Users located in the OSR Area. SPOKANE will forward a copy of this survey to AIRWAY HEIGHTS upon request. Whenever a new Industrial User begins operations in the OSR Area, or any time there is a significant change in flow volume or character of pollutants at an existing OSR Area Industrial User, any time it is requested by AIRWAY HEIGHTS, and at least every 5 years, SPOKANE will require that such Industrial User respond to an Industrial User Survey. As used herein, a significant change is a change of twenty percent or more in production levels or levels of any pollutant or other parameter, and any significant manufacturing process changes which could be reasonably expected to result in such a pollutant change.
- B.** AIRWAY HEIGHTS will provide SPOKANE access to all records or documents relevant to the pretreatment program for any Industrial User located in the OSR

Areas. AIRWAY HEIGHTS can make corresponding requests regarding Industrial Users in OSR Areas.

- C. AIRWAY HEIGHTS will notify SPOKANE of new businesses connecting to SPOKANE's POTW in the OSR Area, within 30 days of becoming aware.
- D. To identify and survey all Industrial Users SPOKANE shall require all Industrial Users to fully complete SPOKANE's Industrial User survey form.

At a minimum, Industrial Users will be processed as follows:

1. All new and existing Industrial Users connected or applying for connection to SPOKANE's POTW shall complete and submit an Industrial User survey in accordance with SPOKANE's Pretreatment Program procedures.
2. Upon receipt of the completed Industrial User survey, SPOKANE will review and evaluate the information, classify the Industrial User, and determine if a Wastewater Discharge Permit is required. If a permit is required, SPOKANE will send a Permit Application to the Industrial User for completion and notify both Ecology and AIRWAY HEIGHTS, accordingly.

9. EMERGENCY RESPONSE, NOTIFICATION AND SPILL PREVENTION

Each Party shall develop and implement its own Emergency Spill Control Plan. The Emergency Spill Control Plan shall contain procedures to provide spill control containment and appropriate notification for the PARTIES. The PARTIES will take appropriate action, consistent with the Emergency Spill Control Plan, in the event of the entry or possible entry into SPOKANE'S POTW of any material that might damage the sewage collection systems and the treatment system, interfere with treatment processes, affect sludge disposal, cause the PARTIES to violate any condition of SPOKANE's NPDES permit, or create unsafe conditions for SPOKANE's employees or the public.

10. PERMITTING, INSPECTIONS, MONITORING, AND SAMPLING

- A. SPOKANE will act as the Control Authority for permit administration and management, discharge monitoring, sample collection, laboratory analysis and compliance inspections as required by the applicable Pretreatment Program.
- B. SPOKANE may conduct inspections and sampling at any Industrial User's facility located within the OSR Area as it deems necessary. Conversely, AIRWAY HEIGHTS may conduct inspections and sampling at any Industrial User's facility located within the OSR Areas as it deems necessary.

- C. SPOKANE will provide to AIRWAY HEIGHTS a list of scheduled inspections of Industrial Users in OSR Areas following scheduling, providing the opportunity for AIRWAY HEIGHTS to attend inspections that SPOKANE deems necessary. If an inspection is in response to an emergency situation and notice is not practical, SPOKANE will informally notify AIRWAY HEIGHTS of the impending inspection via phone call or e-mail to the extent practical.
- D. If requested by AIRWAY HEIGHTS, SPOKANE will forward copies of all inspection reports regarding Industrial Users in OSR Areas to AIRWAY HEIGHTS within thirty (30) days of the inspection. If requested by AIRWAY HEIGHTS, SPOKANE will submit to AIRWAY HEIGHTS its procedures for sampling and analyses, including all procedures in place for quality assurance and quality control. All procedures will conform to those set out in 40 CFR Part 136, except as otherwise required by the U.S. Environmental Protection Agency.
- E. Upon reasonable notice to AIRWAY HEIGHTS and to the extent authorized by law, any authorized agent, officer or employee of SPOKANE may enter and inspect, at any reasonable time, an Industrial User for the purpose of determining compliance with pretreatment requirements. The right of entry and inspection shall include access to public streets, easements, and property within which the Industrial User or affected POTW is located. Additionally, any authorized agent, officer or employee of either AIRWAY HEIGHTS or SPOKANE shall be permitted, as appropriate and pursuant to legal authority, enter onto private property to inspect the Industrial User's wastewater discharges. The right of inspection shall include on-site inspection of pretreatment and sewer facilities, observation, measurement, sampling, testing, and access to all pertinent compliance records located on the premises of the Industrial User. This includes all records and documentation of operating procedures, process information, past upsets and violations, legal matters (except privileged documents), laboratory self-monitoring reports, analytical testing results, sludge management data, annual and monthly reports to Ecology and any other information relevant to pretreatment.

11. ENFORCEMENT

Sections A through D apply to the OSR Areas.

- A. AIRWAY HEIGHTS will maintain an enforceable pretreatment ordinance and pretreatment program no less broad in scope than SPOKANE'S program and as approved by federal and state authorities.
- B. AIRWAY HEIGHTS designates and requests SPOKANE to enforce pretreatment requirements, as now in effect or hereafter amended, against Industrial Users located in any area within AIRWAY HEIGHTS' City Limits that discharges wastewater to SPOKANE's POTW.

- C. If AIRWAY HEIGHTS becomes aware that a customer in its City Limits is in violation of applicable discharge regulations or permit requirements, it shall notify SPOKANE, so that appropriate enforcement action is taken in accordance with ordinance and enforcement guidelines to address the violation. Failure by AIRWAY HEIGHTS to so notify SPOKANE and Ecology shall be a violation of this Agreement.
- D. Where a spill potential or discharge to SPOKANE'S POTW appears to present an imminent danger to the health and welfare of persons or to interfere with the operation of SPOKANE'S POTW, SPOKANE will, and AIRWAY HEIGHTS may, immediately initiate steps to eliminate the spill potential and halt or prevent the discharge.
- E. If enforcement against the Industrial User escalates, AIRWAY HEIGHTS shall be responsible for enforcing the pretreatment regulations from court action and beyond within its City Limits.
- F. In the event AIRWAY HEIGHTS does not carry out full enforcement of the federal, state, and local pretreatment regulations as determined by SPOKANE, SPOKANE is authorized to take such enforcement action as it deems appropriate directly against offending dischargers connected to SPOKANE'S POTW pursuant to 40 CFR 403.8(f)(1)(vi).

12. LOCAL LIMITS AND ORDINANCE COORDINATION

- A. An essential element of the local pretreatment program is the development of the technically based numerical effluent limitations (local limits) on the discharge of incompatible pollutants to SPOKANE's POTW. Under the authority of Section 307(b) and 402(b)(8) of the Clean Water Act, and implementing regulations (40 CFR 403), SPOKANE is required to submit to Ecology an evaluation of the ability of SPOKANE's POTW to collect, convey, and treat non-domestic wastes, and revise limitations for all Significant Industrial Users. SPOKANE performs evaluations to develop revised local limits as required by 40 CFR 403.5(c)(1). If revision or additions to local limits becomes necessary, SPOKANE will forward to AIRWAY HEIGHTS a copy of the intended revisions or additions prior to enactment. AIRWAY HEIGHTS shall then adopt any such revisions or additions within ninety (90) days of SPOKANE's adoption. These limitations shall be codified directly into AIRWAY HEIGHTS' pretreatment ordinance.
- B. AIRWAY HEIGHTS will adopt and enforce pollutant-specific local limits to apply within AIRWAY HEIGHTS' City Limits which address at least the same pollutant parameters and are at least as stringent as the local limits enacted by SPOKANE.

- C. If SPOKANE proposes any revisions or additions to its Pretreatment Ordinance set forth in SMC 13.03A, SPOKANE will provide a copy of the revisions or additions to AIRWAY HEIGHTS. Within ninety (90) days from adoption of the revisions or additions, AIRWAY HEIGHTS will revise its own Pretreatment Ordinance to maintain either the same standards or more stringent standards than those enacted by SPOKANE.
- D. This section is intended to provide for reasonable coordination of both PARTIES' programs and does not apply if either party faces significant adverse regulatory action or liability and must act to protect itself. In the event of such emergency action, the PARTIES agree to cooperate and coordinate promptly thereafter.

12. PRETREATMENT PERMIT COMPLIANCE IN OSR AREAS

- A. SPOKANE will issue wastewater discharge permits and renewals to all Industrial Users in the OSR Area required to be permitted under its pretreatment ordinance. The Industrial User must have a permit prior to any wastewater discharge. Permits must contain, at a minimum, appropriate effluent limitations, monitoring and reporting requirements, a statement of duration, a statement of non-transferability, a statement of applicable civil and criminal penalties, and any other conditions required by SPOKANE to be included in the permit
- B. SPOKANE will require all Significant Industrial Users (SIUs) within the OSR Areas to submit a wastewater discharge permit application to SPOKANE not less than one hundred eighty (180) days prior to commencement of discharge, or one hundred eighty (180) days prior to permit expiration in the case of a permit renewal. SPOKANE shall draft the permit and forward to AIRWAY HEIGHTS and the Department of Ecology for comment. After a 30-day public comment period, SPOKANE will address comments and issue the permit within one hundred eighty (180) days of receipt of a complete permit application (and approved engineering report, if required).
- C. SPOKANE will maintain a database of Discharge Monitoring Report data from each of AIRWAY HEIGHTS' SIUs in the OSR Areas and, if requested by AIRWAY HEIGHTS, will submit a quarterly Compliance Results Report.
- D. If requested, SPOKANE will submit reports (summary list or table) to AIRWAY HEIGHTS on the compliance status of each SIU within the OSR Areas, and on any enforcement response taken or anticipated. The reports will include the time frames for initial enforcement actions, as well as any subsequent enforcement actions.

- E. AIRWAY HEIGHTS grants authority to SPOKANE to enforce the provisions of AIRWAY HEIGHTS' pretreatment ordinance and SPOKANE'S NPDES permit within the OSR Areas. If SPOKANE fails to take adequate and timely enforcement action against non-compliant Industrial Users in OSR Areas, AIRWAY HEIGHTS may take such action on behalf of SPOKANE, and notify SPOKANE via e-mail or phone of the action taken.

13. ENFORCEMENT: SPOKANE NPDES PERMIT HOLDER

- A. SPOKANE is the NPDES permittee for the OSR Area flows and is ultimately responsible to assure compliance with NPDES permit requirements for these flows. SPOKANE reserves the right to take whatever actions it deems necessary to comply with its NPDES permit requirements and to avoid any violations. The PARTIES shall support and work together to protect each other from loss or liability due to NPDES permit violations, to the extent arising from their respective fault or neglect and in accord with the duties and obligations of this Agreement.
- B. SPOKANE is authorized to take emergency or enforcement action, as it deems appropriate, directly against offending dischargers in OSR Areas pursuant to 40 CFR 403.8(f)(1)(vi), to stop or prevent any discharge that presents, or may present, an imminent danger to the health or welfare of humans; that reasonably appears to threaten the environment; or that threatens to cause interference, pass-through, or sludge contamination as these terms are understood in SPOKANE'S pretreatment program.
- C. In the event SPOKANE takes enforcement action, it shall notify the discharger in writing. In the case of an emergency, as determined by SPOKANE, this written notice requirement shall be waived, but actual notice shall be given as soon as practicable and followed by written communication.
- D. If SPOKANE determines that an Industrial User or AIRWAY HEIGHTS has failed or has refused to comply with any federal, state or local pretreatment regulations, and if the Industrial User or AIRWAY HEIGHTS has not fulfilled its obligations after having received due notice, (as described above) then SPOKANE may develop and issue a remedial plan containing a description of the nature of the pretreatment deficiencies, an enumeration of necessary steps to be taken by the Industrial User or AIRWAYS HEIGHTS, and a reasonable schedule for attaining necessary compliance with all pretreatment requirements. The Industrial User or AIRWAY HEIGHTS shall agree to immediately implement such plans. Should the Industrial User or AIRWAY HEIGHTS fail to do so, it is hereby agreed that such plan shall be specifically enforceable in a court of competent jurisdiction. If a discharger or AIRWAY HEIGHTS fails to satisfy the obligations set forth under the terms of any remedial plan, SPOKANE may refuse to accept any wastewater discharges from that Industrial User or AIRWAY HEIGHTS. Should any Industrial User or AIRWAY HEIGHTS fail or

refuse to comply with the pretreatment ordinance, or with the remedial plan, SPOKANE shall seek, if appropriate, injunctive relief against such Industrial User or AIRWAY HEIGHTS. Each Party shall keep the other Party up to date on all such enforcement actions through direct assistance or copies of all documents, or both, as appropriate.

14. SPOKANE AND AIRWAY HEIGHTS PROGRAM EXPENSES

- A.** AIRWAY HEIGHTS will reimburse SPOKANE for expenses associated with pretreatment services within sixty (60) days of billing, supported by any information reasonably requested by AIRWAY HEIGHTS, for implementing, administering, and managing the pretreatment program in the OSR Areas. Costs will be assessed on a pro-rata basis: the number of SIUs located in the OSR Areas divided by the total number of SIUs in SPOKANE'S pretreatment program.
- B.** Each billing shall be submitted annually, on or before April 1, for services provided in the prior year. AIRWAY HEIGHTS shall advise within thirty (30) days if it has any questions or needs further information. If a billing not subject to further question is outstanding for more than three (3) months, it shall accrue interest at the current local government investment pool rate until paid. A cover letter which summarizes each billing's services shall also be provided. Additionally, SPOKANE shall send AIRWAY HEIGHTS a projected budget for the upcoming year on or before September 1 of each year.

15. INDEMNITY

AIRWAY HEIGHTS shall indemnify, defend and hold harmless SPOKANE, its officers and employees from all claims, demands, or suits in law or equity arising from AIRWAY HEIGHTS' intentional or negligent acts or breach of its obligations under this Agreement. AIRWAY HEIGHTS' duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of SPOKANE, its officers and employees.

SPOKANE shall indemnify, defend, and hold harmless AIRWAY HEIGHTS, its officers and employees from all claims, demands, or suits in law or equity arising from SPOKANE'S intentional or negligent acts or breach of its obligations under the Agreement. SPOKANE'S duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of AIRWAY HEIGHTS, its officers, and employees.

Where the PARTIES, their officers, and/or employees, are concurrently negligent for such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to the claim, demand, or suit shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The PARTIES have specifically negotiated this provision.

AIRWAY HEIGHTS initials

SPOKANE initials

16. DISPUTE RESOLUTION

- A.** The PARTIES agree to use their best efforts to resolve disputes arising out of or related to this Agreement, by using good faith negotiations and engaging in the following dispute resolution process, should any disputes arise. The PARTIES agree that cooperation and communication are essential to resolving issues efficiently.
- B.** Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between SPOKANE and AIRWAY HEIGHTS will be governed under the dispute resolution process set forth in this Section. Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative.
- C.** Before either Party may refer a dispute to mediation or provide a notice of the same to the other Party, the PARTIES will seek to resolve the dispute at the lowest possible level by completing the following steps.
- D.** SPOKANE'S RPWRF Plant Manager and AIRWAY HEIGHTS' Public Works Director shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fifteen (15) calendar days, then the PARTIES will refer the dispute to SPOKANE's Wastewater Director and AIRWAY HEIGHTS' City Manager.
- E.** SPOKANE's Wastewater Director and AIRWAY HEIGHTS' City Manager will meet and confer and attempt to resolve the dispute. If they cannot resolve the dispute within fifteen (15) calendar days, then either Party may initiate mediation.
- F.** Within 15 calendar days of the completion of the steps above, each Party shall propose to the other party in writing not more than five (5) candidates to act as

mediator. Within seven (7) calendar days of exchanging lists of mediator candidates, the PARTIES will meet and confer to choose one name from the list. If the PARTIES are unable to agree on a mediator 30 calendar days after completion of the steps above, then the PARTIES will jointly petition the Presiding Judge of the Spokane County Superior Court to appoint a mediator.

- G. The PARTIES shall use reasonable efforts to resolve the dispute within 30 calendar days with the assistance of the mediator.
- H. Except as otherwise provided by this Agreement, the PARTIES shall continue to fulfill their respective duties under this Agreement pending resolution of any dispute.
- I. The PARTIES shall share the costs of the mediator.
- J. If mediation fails to resolve the dispute within 30 calendar days of selection of the mediator, the PARTIES may thereafter seek redress in court subject to this Agreement.

17. OTHER

- A. If any term of this Agreement is held to be invalid in any judicial action, the remaining terms of this Agreement will be unaffected.
- B. The PARTIES will review and revise this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C. §1251 et seq.) and the rules and regulations (see 40 CFR Part 403) issued thereunder, as necessary, but at least every five (5) years on a date to be determined by the PARTIES.
- C. The Table provided in Exhibit 1 summarizes the responsibilities covered by this Agreement as of initial execution.

18. RCW 39.34.030 (3) and (4) ELEMENTS

- A. Duration: This Agreement shall remain in effect for the duration sewage flow is received by SPOKANE's POTW from the OSR Areas, defined herein. Either Party may terminate this Agreement in its sole discretion upon one hundred eighty (180) days written notice.
- B. Precise Organization: Each party functions under its existing structures. No additional organizational structures are created.
- C. Purpose: The purpose of this Agreement is identified in Section 1.
- D. Budget and Financing: Each party retains sole control of all finance and budget items for its operations and functions. Charges for services are addressed in Section 14.

- E. Termination:** Upon expiration or termination of this Agreement, each party retains control of its property. No joint property or jointly held assets or funds are contemplated.

19. NOTICE - COMMUNICATIONS

The Management Responsibilities for the duties of this Agreement are assigned to the following staff of each Party. All communications and reports in connection with this Agreement, unless otherwise noted, shall be directed to these staff:

To Spokane: Wastewater Director, City of Spokane RPWRF
4401 North A.L. White Parkway
Spokane, WA 99205
Telephone: (509) 625-4600
Facsimile: (509) 625-4605

With a copy to: City Attorney
Office of the City Attorney
City of Spokane – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201
Telephone: (509) 625-6225
Facsimile: (509) 625-6277

To Airway Heights: City Manager
1208 S. Lundstrom St.
Airway Heights, WA 99001
(509) 244-5578

Public Works Director
12400 W. 21st Ave.
Spokane, WA 99201
(509) 244-5429

or to such other address as may be agreed to in writing by the PARTIES.

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to PARTIES at the address set forth above, or at such other address as the PARTIES shall from time-to-time designate by notice in writing to the other Party.

20. ASSIGNMENT

Neither Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Party.

21. VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

22. SEVERABILITY

It is understood and agreed among the PARTIES that if any parts, terms, or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify or conform to such statutory provision.

23. HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit, or extend the scope or intent of the sections to which they pertain.

24. ENTIRE AGREEMENT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

25. NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

26. INSURANCE

During the term of the Agreement, SPOKANE and AIRWAY HEIGHTS shall each maintain in force at its sole expense, each insurance coverage with minimum limit noted below:

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$5,000,000;
- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;
- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

Each policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the other entity shall be excess and not contributory insurance to that provided by the other entity.

There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days written notice from either entity or their insurer(s) to the other entity.

As evidence of the insurance coverages required by this Agreement, each entity shall furnish written evidence of acceptable insurance to the other entity within 30 days of the Agreement becoming effective. If requested, complete copies of insurance policies shall

be provided to either entity. SPOKANE and AIRWAY HEIGHTS shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

27. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same.

IN WITNESS WHEREOF, the PARTIES have duly executed this Agreement on the last date written below ("Effective Date").

DATED: _____

CITY OF AIRWAY HEIGHTS

By: _____
Albert Tripp, City Manager

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk
City of Airway Heights

City Attorney
City of Airway Heights

DATED: _____

IN WITNESS WHEREOF, the PARTIES have duly executed this Agreement on the last date written below ("Effective Date").

DATED: _____

CITY OF SPOKANE

By: _____

Title: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk
City of Spokane

Assistant City Attorney
City of Spokane

DATED: _____

DRAFT

Exhibit 1
Summary of Responsibilities under MJA for OSR Areas between
AIRWAY HEIGHTS & SPOKANE

Responsibility	SPOKANE	AIRWAY HEIGHTS
AIRWAY HEIGHTS Pretreatment Ordinance	<ul style="list-style-type: none"> ▪ Review Draft ordinance 	<ul style="list-style-type: none"> ▪ Maintain Ordinance at least as stringent as SPOKANE ▪ Obtain any regulatory agency approval necessary
Pretreatment Ordinance Modification by AIRWAY HEIGHTS	<ul style="list-style-type: none"> ▪ Forward any changes to SPOKANE ordinance to AIRWAY HEIGHTS 	<ul style="list-style-type: none"> ▪ Revise to keep at least as stringent as SPOKANE ordinance ▪ Obtain any regulatory agency approval necessary
Local Limits	<ul style="list-style-type: none"> ▪ Forward any changes to SPOKANE local limits to AIRWAY HEIGHTS 	<ul style="list-style-type: none"> ▪ Maintain limits at least as stringent as SPOKANE
Pretreatment Annual Report	<ul style="list-style-type: none"> ▪ SPOKANE shall prepare a draft annual RPWRF report for AIRWAY HEIGHTS's review, ▪ SPOKANE may review AIRWAY HEIGHTS' report as it deems necessary 	<ul style="list-style-type: none"> ▪ AIRWAY HEIGHTS or designated consultant shall prepare and submit Airway Heights' Water Reclamation Facility annual report to Ecology ▪ AIRWAY HEIGHTS will forward annual report to SPOKANE
Industrial User Survey for OSR Areas	<ul style="list-style-type: none"> ▪ Update continually ▪ Conduct survey and follow up on non-responses ▪ Forward latest version to AIRWAY HEIGHTS 	<ul style="list-style-type: none"> ▪ Provide access to records or documents if requested by SPOKANE
Permitting Process for OSR Areas	<ul style="list-style-type: none"> ▪ Send out surveys, permit applications, and classify Industrial Users ▪ Review permit application and prepare draft permit ▪ Forward draft permit to AIRWAY HEIGHTS for review ▪ Send draft permit for Department of Ecology Review ▪ Publish and conduct Public Commentary of draft permit ▪ Issue Final permit after Department of Ecology review ▪ Permit modification as needed 	<ul style="list-style-type: none"> ▪ Review Draft permit prepared by SPOKANE

Responsibility	SPOKANE	AIRWAY HEIGHTS
Inspections, Sampling, Analysis of Users within OSR Areas	<ul style="list-style-type: none"> ▪ SPOKANE performs inspections, sampling, and analysis of Users in OSR Areas ▪ SPOKANE distributes inspection and sampling reports to Users ▪ SPOKANE to forward inspection and sampling reports to AIRWAY HEIGHTS if requested ▪ SPOKANE to provide AIRWAY HEIGHTS with monthly compliance reports on each permitted User if requested ▪ SPOKANE will give notice to AIRWAY HEIGHTS prior to inspections and sampling. 	<ul style="list-style-type: none"> ▪ AIRWAY HEIGHTS may perform duties as it deems necessary. ▪ AIRWAY HEIGHTS may perform duties at request of SPOKANE ▪ AIRWAY HIEGHTS may attend inspections at its discretion
Enforcement of Users within OSR Areas	<ul style="list-style-type: none"> ▪ SPOKANE to perform enforcement tasks up to court action ▪ Publish all out of compliance users as required by Federal Pretreatment regulations in local paper 	<ul style="list-style-type: none"> ▪ AIRWAY HEIGHTS to perform enforcement tasks from court action and beyond
Emergency Suspension Within OSR Areas	<ul style="list-style-type: none"> ▪ SPOKANE may act as needed 	<ul style="list-style-type: none"> ▪ AIRWAY HEIGHTS may act as needed
Response to Production Changes or Changed Discharge within OSR Areas	<ul style="list-style-type: none"> ▪ SPOKANE to review and take appropriate action ▪ SPOKANE to notify AIRWAY HEIGHTS of change and of action taken 	
SUMMARY of OSR Areas Inside SPOKANE sewer service area but outside SPOKANE regulatory area	<ul style="list-style-type: none"> ▪ Legal Authority - AIRWAY HEIGHTS Ordinance ▪ Industrial User Survey ▪ Permitting (all aspects) ▪ Enforcement with AIRWAY HEIGHTS Ordinance ▪ Inspections / Sampling 	

Briefing Paper

Public Infrastructure, Environment, & Sustainability Committee

Division & Department:	Community and Economic Development, Parking Services
Subject:	Contract extension with cost for Dixon Resources Unlimited
Date:	June 28, 2021
Author (email & phone):	Jesten Ray, jray@spokanecity.org , 509-625-6819
City Council Sponsor:	Karen Stratton
Executive Sponsor:	Kris Becker
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2019 Downtown Parking Study
Strategic Initiative:	Urban Experience
Deadline:	July 31, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u> The City hired Dixon Resources Unlimited as a parking consultant to help us implement key strategies contained within the 2019 Downtown Parking Study. DIXON has been working with the City to implement some of the key strategies in the study, and we continue to need their support and expertise. DIXON will be helping the City with our Parking Management System rollout including License Plate Recognition data analysis, Paid Parking Device installation, and Mobile Payment RFP support. The City pays a flat monthly fee \$8,950; maximum contract amount \$107,400. Contract extension (OPR 2019-0528) would begin August 1, 2021 and has an end date of July 31, 2022.	
<u>Executive Summary:</u> Contract extension with the parking consultant, Dixon Resources Unlimited from San Diego, CA for continued support implementing key strategies within the 2019 Downtown Parking Study for Parking Services.	
<u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Recurring monthly expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: n/a Other budget impacts: n/a	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: n/a Known challenges/barriers: n/a	



City of Spokane
**CONTRACT EXTENSION
WITH COST**
**Title: IMPLEMENTATION OF 2019
DOWNTOWN PARKING STUDY**

This Contract Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **DIXON RESOURCES UNLIMITED**, whose address is 3639 Midway Drive, Suite B345, San Diego, California 92110 as (“**Consultant**”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the Implementation of 2019 Downtown Parking Study; and

WHEREAS, additional time is required and, thus, the Contract time for performance needs to be formally extended by this written document

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

1. CONTRACT DOCUMENTS.

The Contract, dated July 25, 2019 and July 30, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on August 1, 2021.

3. EXTENSION.

The contract documents are hereby extended and shall run through July 31, 2022.

4. COMPENSATION.

The City shall pay an additional amount not to exceed ONE HUNDRED SEVEN THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$107,400.00) excluding applicable sales tax, if any, for everything furnished and done under this Contract Extension in accordance with Consultant’s Proposal dated May 20, 2021, attached hereto.

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

DIXON RESOURCES UNLIMITED

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract Extension:
Dixon's Proposal dated May 20, 2021,

Proposal for Continued Implementation Support Services

To: Kris Becker, Director, Development Services Center
From: Dixon Resources Unlimited
Date: May 20, 2021
Subject: Continued Implementation Support Services for the City of Spokane

Proposed Scope of Work

Dixon Resources Unlimited (DIXON) is pleased to submit this proposal to provide parking consultant services to the City of Spokane (City). Our uniquely-qualified firm specializes in supporting municipal parking and mobility programs across the country, consistently proving our ability to identify and implement operations, management, and technology recommendations to transition municipal parking operations to long-term, sustainable programs. DIXON is prepared to continue to support the City an additional year in an effort to stay engaged and continue to push parking initiatives forward.

Task 1. Implementation Support

DIXON will work at the City's direction to continue to provide implementation support services to aid in the transition of various vendor solutions, project management, and continued outreach and support. While a majority of the work will be performed remotely, DIXON will continue to provide on-site support as required.

DIXON's support services will extend to three core deliverables:

- Implementation Support for AIMS – Citation, Permits & LPR - DIXON will work at the City's direction to continue to provide implementation support/project management services to address the City's evolving priorities and ongoing needs regarding the implementation of the AIMS Citation, Permits, and LPR system. DIXON will participate in vendor check-in calls and work with the City and vendor to ensure the system is configured to support Parking Services business rules and customer needs.
- Meter & Pay Station Installation
DIXON will work with the City to implement the new meters and pay stations. Once final equipment numbers and types are decided, DIXON will assist in finalizing the contract and purchase order. DIXON will participate in vendor calls leading up to the installation of the equipment, assist in the sign and decal design and requirements, help set up meter numbering and meter management system needs, and finalize sign and equipment locations. At time of installation, DIXON will support the installation process to ensure a seamless transition of equipment installation.
- RFP Development for Mobile Payment, Procurement, and Implementation Support - DIXON will work with the City to draft an RFP to address mobile payment technology for

on-street public parking. The development of technical specifications will ensure that the scope of work set forth in the selected bids will integrate with current and future parking technology software. The specification will identify solicitation objectives and prioritize deliverables with defined Service-Level Agreements (SLAs) that are supported by liquidated damages, ensuring that RFP respondents remain accountable to their performance commitments. This exercise identifies the necessary financial penalties, compliance requirements, and corrective action process to safeguard the solution and ensure system uptime, access, and revenue accountability.

In collaboration with the City, DIXON will define the phasing and evolution of the procurement process, including recommendations for schedule, submission requirements, and procurement management tools. We will clarify agreement/business terms, which will be incorporated into SLAs and/or Key Performance Indicators (KPIs), draft procurement documents in consultation with the City, and establish a framework through which to fairly evaluate respondents.

DIXON will provide support throughout the proposal evaluation process, including reviewing proposals, preparing for interviews, and coordinating various vendor technology demonstrations, including potential sandbox set-ups or other evaluation techniques that will provide City staff with the opportunity to thoroughly consider all proposal offerings.

DIXON will then work at the City's direction to provide implementation support/project management services to address the City's evolving priorities and ongoing needs regarding the implementation of mobile payment technology.

Task 2. General Support

DIXON will work at the City's direction to provide general support services to address the City's evolving priorities and ongoing needs. These services include, but are not limited to the following:

- Permit policy review & recommendations (residential, commercial loading, special loading zones, temporary no parking zones, service worker permit)
- Meter rate increases, performance-based system, updating zones (value and priority)
- Immobilization device procurement
- Shared parking discussions
- Maintenance and Enforcement Plans report

Task 3. Rapid LPR Tool

DIXON's Rapid LPR Tool offers an accurate and cost-effective option that utilizes the City's existing Mobile LPR data to gain insight into the overall performance of the program. The tool can assess parking occupancy and turnover down to the block face level. Rather than investing in dedicated data collection methods that are expensive and under representative, we utilize the information

that is already available to you. DIXON can convert your existing LPR data and create exportable dashboards that will reflect up-to-date parking conditions for the target area. We can provide visualizations of parking occupancy and turnover so you can remain smart and adaptive for important policy decisions. The tool can also monitor parking enforcement efficiency and optimize enforcement resources by identifying locations that would benefit from additional oversight. Mobile LPR provides flexibility to expand analysis outside of paid parking areas in cases of paid parking expansion or in collaboration with other projects on time-limited or permitted blocks.

Key project deliverables:

- Project Setup/Coordination

The initial set up includes the kickoff meeting to define the project and data objectives, and general project coordination throughout implementation. The study area includes up to 400 block faces located in the “Paid Parking Zone – block faces with existing infrastructure.”

- Custom Geofences

Geofences are unique polygons that represent a specific block. GPS points that fall within the bounds of the geofence will be associated with that block. Given the inconsistencies in GPS accuracy, custom geofences are required to maximize the number of license plates that are assigned to the correct location. DIXON will build the custom geofences during the setup phase of this project.

- LPR Unit Evaluation & Calibration

Given the array of issues in plate reads and differences in accuracy rates for each individual LPR unit, an evaluation is required to accurately calibrate the parking occupancy model. DIXON will coordinate with the City to collect a sample of LPR data for each Mobile LPR unit and validate it against ground truthing data. The following steps will be taken:

- Identify a collection route of 10 - 20 block faces
- Mobile LPR units utilized for this pilot (up to three units) will undergo this collection and analysis.
- DIXON will work with Parking Enforcement Officers to set-up a dash cam in the windshield of the Mobile LPR vehicle.
- The Parking Enforcement Officers will record video and LPR data for three runs of the collection route.
- DIXON will process the video and LPR data into an issue matrix that will be used in the Rapid LPR’s Tools factor analysis.

- Reporting and Dashboard

DIXON will provide quarterly parking data reports to reflect up-to-date parking conditions within designated collection areas. PDF reports displaying collection dates and various occupancy and turnover tables/charts/maps will be provided to satisfy project and data objectives. Once Mobile LPR Units are deployed in the Fall of 2021, quarterly reports will be produced for up to three quarters.

As part of the reporting process, space inventory is a critical component of the project setup to determine parking occupancy rates. DIXON will utilize existing inventory information for metered blocks in GIS or Excel format. DIXON is relying on the accuracy of the information provided. Space inventory must be broken down by block face with the number of spaces.

Cost Proposal

This cost proposal is based upon a program management model that will provide the City with direct support needed to ensure an efficient and optimized parking operation, especially for the long term. This cost model includes all labor and expenses for our project team and is based upon a flat monthly rate. We have supported enough similar projects to understand the labor required to support your initial, ongoing, and developing needs. This approach allows for flexibility, optimization, and convenience regardless of the phase or task.

Time Period	Flat Monthly Fee
Months 1-12	\$8,950
Total Budget (August 1, 2021 through July 31, 2022)	\$107,400

Briefing Paper

Public Infrastructure, Environment, & Sustainability Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	Paving Services – On-Call Public Works Maintenance
Date:	June 28, 2021
Author (email & phone):	Loren Searl, lsearl@spokanecity.org , 625-7851
City Council Sponsor:	Council President Breean Beggs, Council Member Michael Cathcart
Executive Sponsor:	Marlene Feist, Director – Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for these services is available in the Water & Hydroelectric Services' department budget.
Strategic Initiative:	Innovative Infrastructure, Safe & Healthy
Deadline:	This contract is needed as promptly as possible to support current Water department projects.
Outcome: (deliverables, delivery duties, milestones to meet)	This contract will support the Water department's construction season by facilitating asphalt repair on an as-needed basis.
<p>Background/History: The Street department has increasingly needed to focus on street bond services and has not been available to complete larger asphalt repairs needed by the Water department. A contract is needed to facilitate block-long repairs on a quick turn basis.</p> <p>Public Works Invitation for Bids #5439-21 opened for bidding on the City's electronic bidding portal on May 12, 2021 and bids were accepted until June 1, 2021. Two bids were received. Award is correspondingly recommended to Shamrock Paving as the low responsive, responsible bidder. The resulting contract will be valid for three years with one annual renewal option.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> • Award to Shamrock Paving (Spokane, WA) not to exceed \$250,000.00 annually plus tax • Initial three-year term with one annual renewal option • PW ITB #5439-21 Paving Services - On-Call Public Works Maintenance 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: N/A</p> <p>Other budget impacts: None</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: None</p> <p>Known challenges/barriers: None</p>	



City of Spokane
PUBLIC WORKS AGREEMENT
Title: PAVING SERVICES - ON-CALL
PUBLIC WORKS MAINTENANCE

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SHAMROCK PAVING, INC.**, whose address is P.O. Box 19263, Spokane, Washington 99219 as ("Contractor"), individually hereafter referred as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide Paving Services - On-Call Public Works Maintenance for the City of Spokane; and

WHEREAS, the Contractor was selected through PW ITB 5439-21 issued by the City of Spokane.

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

- 1. TERM OF AGREEMENT.**
The term of this Agreement begins on July 1, 2021, and ends on June 30, 2024, unless amended by written agreement or terminated earlier under the provisions. The Agreement may be extended for one (1) additional year subject to mutual agreement, with the total contract period not to exceed four (4) years.

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

- 3. SCOPE OF WORK.**
The Contractor shall provide Paving Services - On-Call Public Works Maintenance for the City of Spokane Water Department.

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

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's on-call, as needed services under this Agreement shall be a maximum amount not to exceed **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)** per year, excluding tax. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to City of Spokane Water Department, Administrative Office, 914 E. North Foothills Drive, Spokane, Washington 99207. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

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

6. PREVAILING WAGES.

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

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

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully

loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

7. CITY OF SPOKANE BUSINESS LICENSE.

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

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

9. INDEMNIFICATION.

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

10. INSURANCE.

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

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

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

11. SUBCONTRACTOR RESPONSIBILITY.

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

12. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City.

The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

13. ASSIGNMENT AND SUBCONTRACTING.

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

14. TERMINATION.

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

15. STANDARD OF PERFORMANCE.

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

16. ANTI KICK-BACK.

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

17. CONSTRUUAL.

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

18. DEBARMENT AND SUSPENSION.

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

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect

develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

20. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

SHAMROCK PAVING, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Debarment Certification
- Exhibit B – Certification of Compliance with Wage Payment Statutes
- Exhibit C – Contractor’s Bid on PW ITB 5439-21

21-110

EXHIBIT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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



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

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

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

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

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

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

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

Bid Response Summary

Bid Number PW ITB 5439-21
Bid Title Paving Services - On-Call Public Works Maintenance - Rebid
Due Date Tuesday, June 1, 2021 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding - Award pending Council Approval
Company chuckg@shamrockpaving.us
Submitted By chuckg@shamrockpaving.us chuckg@shamrockpaving.us - Tuesday, June 1, 2021 11:24:43 AM [(UTC-08:00) Pacific Time (US & Canada)]
 chuckg@shamrockpaving.us

Comments**Question Responses**

Group	Reference Number	Question	Response
Default Item Group			
	Bid Point of Contact	Indicate the appropriate point of contact (including phone number and email) regarding this bid and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Chuck Green (509) 244-2800, x408 chuckg@shamrockpaving.us
	Contractor's Representation	The Contractor by making its Bid represents that it has read and understands the specifications.	Yes
	Qualification	Prior to award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	Acknowledged
	Award of Contract	Award of Contract, when made by the City, will be to lowest responsive, responsible bidder based on rates and most favorable service completion timeline. Unsuccessful Contractors will not automatically be notified of results. The contract awarded from this request will be for an initial three (3) year term.	Acknowledged
	Contract Renewals	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement. This contract may be renewed for one (1) additional one-year term with the total contract period not to exceed four (4) years .	Acknowledged
	Execution of Contract	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	Acknowledged

Pricing	Unit pricing, once accepted by the City, shall be firm for the calendar year. In February of each year, the Contractor may propose adjusted pricing for the calendar year, subject to City negotiation and acceptance. The City reserves the right to request applicable justification to support the proposed rates. In the event the City and the Contractor are unable to reach mutually acceptable rates, the City reserves the right to terminate the contract immediately and to re-compete the business. In the event of termination under these circumstances, the Contractor remains obligated to complete Work requested before contract termination unless waived by the City.	Agreed
Guarantee	The Contractor guarantees all work, labor and materials for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	Yes
Payment	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	Agreed
Rejection of Bids	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	Acknowledged
Contractor Registration	The Contractor must be a Washington State registered or licensed contractor at time of Bid submittal.	Acknowledged
Employees per Job	Please indicate how many employees the contractor feels is standard to perform each job.	8
Public Works Requirements		
Routine Maintenance	The work under this contract is classified as routine maintenance under state law.	Acknowledged
Routine Maintenance	A payment/performance bond is NOT required.	Acknowledged
Routine Maintenance	Statutory retainage is NOT required.	Acknowledged
Prevailing Wage	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L&I).	Acknowledged

Prevailing Wage	<p>The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620). Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.</p>	Acknowledged
Apprenticeship	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	Acknowledged
Statement of Intent	<p>The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).</p>	Acknowledged
Filing Fees	The Contractor is responsible for payment of fees relating to 'Statements of Intent to Pay Prevailing Wages' and 'Affidavits of Wages Paid' and shall make all applications directly to L&I.	Acknowledged
Training	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.	Acknowledged
General Conditions		

1	Contractor has read and understands the General Conditions Document in the 'Documents' tab.	Yes
Technical Requirements		
Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	Agreed
Scope of Work	Upon request, complete asphalt paving of the specified area in accordance with City Standard Plan W-101A (see on 'Documents' tab) within a maximum of thirty (30) calendar days of notice to proceed in accordance with the pricing provided AND invoice within ten (10) business days of completion.	Agreed
Scope of Work	All paving services shall match existing thicknesses unless otherwise specified by the City.	Understood and Agreed
Scope of Work	Contractor shall perform final grade (grader work), but all sub grade rock will be provided. No material disposal will be required of the Contractor.	Understood and Agreed
Scope of Work	Responsive initiation of emergency services within five (5) business days of request.	Agreed
Scope of Work	Strong customer service and communication by telephone, email, or some combination thereof according to the City's preference.	Agreed
Scope of Work	Clean and complete service. Before invoicing, the Contractor shall ensure the service area (property and street) is free from debris.	Agreed
Scope of Work	Attendance of a minimum of one (1) "kick-off" meeting after award determination to meet department contacts and establish project relationships (date/time TBD at City facility TBD*). Additional meetings may be requested to support good communication and facilitate project performance. *Meeting may be virtual due to Covid-19 pandemic.	Agreed
Scope of Work	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane. If projects may be combined to achieve reductions in timeline and/or price, the Contractor shall make every reasonable effort to do so.	Agreed
Scope of Work	Contractors are expected to be familiar with current WSDOT specifications.	Acknowledged
Scope of Work	Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.	Acknowledged

Scope of Work	The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount as bid on the 'Pricing' tab for the actual volume performed. Quantities are contingent on unknown events which may necessitate service to existing or new utilities.	Agreed
Service Completion Timeline	Specify the standard number of calendar days required to complete projects from Notice to Proceed.	2
Professionalism	Successful Contractor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	Agreed
Mobilization Fee	Each project shall be subject to a single Mobilization Fee in addition to the unit charges for footage actually serviced. The City shall only pay one Mobilization Fee for each service request.	Understood and Agreed
Emergency Service Fee	The Emergency Service Fee is a short notice fee which may be charged in addition to the Mobilization Fee and the unit price for footage serviced if services are requested for initiation within five (5) business days' notice.	Understood and Agreed
Emergency Service Fee	Emergency Services shall involve the estimated completion of the following number of square yards of asphalt each day:	500
Bid		
Bid Offer	The prices listed on the 'Pricing' tab of this request are tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents.	Yes
Addenda	Indicate the number of Addenda Contractor has received and accepts, including the requirements added and outlined therein. Note: failure to indicate any and all Addenda issued on this project may result in a 'non-responsive' determination by the City.	1
Withdrawal of Bid	Contractor agrees its Bid will not be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	Yes
Subcontractors	Will subcontractors be used on this project?	No
Subcontractors	If subcontractors will be used on this project, find the 'Subcontractor List' on the 'Documents' tab and complete and upload it here (all pages must be uploaded as one file). If no subcontractors will be used, skip to the next question.	
Contractor Responsibility		
1	Washington State Contractor's Registration No.	SHAMRPCO99LM
2	Contractor's U.B.I. Number	328-031-141
3	Contractor's Washington Employment Security Department Number	166243 00 2
4	Contractor's Washington Excise Tax Registration Number	91-0598512
5	Contractor's City of Spokane Business Registration Number	T12008193BUS

Certification of Compliance with Wage Payment Status	
1	<p>Respondent hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, Contractor is not a "willful" violator, as defined by RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.</p>
	Yes

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Unit Pricing								
	1	Mobilization Fee	Base	Each	1.00	\$5,000.00	\$5,000.00	
	2	Local Access Street - Residential Asphalt, 3" Thickness	Base	Square Yard	250.00	\$43.00	\$10,750.00	
	3	Local Access Street - Commercial Asphalt, 4" Thickness	Base	Square Yard	250.00	\$61.00	\$15,250.00	
	4	Arterial Asphalt, 5" Thickness	Base	Square Yard	250.00	\$72.00	\$18,000.00	
	5	Additional Asphalt, Per Inch Over 5" Thickness	Base	Square Yard	250.00	\$14.50	\$3,625.00	
	6	Valve Box Adjustment	Base	Each	1.00	\$775.00	\$775.00	
	7	24" Access Ring & Cover Adjustment	Base	Each	1.00	\$1,000.00	\$1,000.00	
	8	Emergency Service Fee	Base	Each	1.00	\$3,000.00	\$3,000.00	
Total Base Bid		\$57,400.00						



CITY OF SPOKANE - WATER & HYDROELECTRIC SERVICES
 914 E. North Foothills Drive
 Spokane, Washington 99207
 PHONE: 509.625.7800

PUBLIC WORKS BID TABULATION

Bid Number	5439-21	
Description	Paving Services - On-Call Public Works Maintenance - Rebid	
	Shamrock Paving	Inland Asphalt Company
Mobilization Fee	\$ 5,000.00	\$ 6,000.00
Local Access Street - Residential Asphalt, 3" Thickness	\$ 10,750.00	\$ 17,500.00
Local Access Street - Commercial Asphalt, 4" Thickness	\$ 15,250.00	\$ 21,250.00
Arterial Asphalt, 5" Thickness	\$ 18,000.00	\$ 24,000.00
Additional Asphalt, Per Inch Over 5" Thickness	\$ 3,625.00	\$ 4,000.00
Valve Box Adjustment	\$ 775.00	\$ 1,000.00
24" Access Ring & Cover Adjustment	\$ 1,000.00	\$ 1,600.00
Emergency Service Fee	\$ 3,000.00	\$ 3,000.00
Bid Total	\$ 57,400.00	\$ 78,350.00
Lead Time	2	30

*PLEASE NOTE THAT THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION.
 CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE QUOTE MEETING SPECIFICATIONS.*

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works – Riverside Park Water Reclamation Facility
Subject:	Renewal of contract from BID #4455-18 to supply liquid sodium hypochlorite to Riverside Park Water Reclamation Facility.
Date:	June 28, 2021
Contact (email & phone):	Mike Cannon, Assistant Plant Manager 625-4642 mcannon@spokanecity.org
City Council Sponsor:	Breean Beggs
Executive Sponsor:	
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	Innovative Infrastructure – Affordable Utility Rates
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval to renew the first of two renewal contracts with Olin Corporation, dba Olin Chlor Alkali Products and Vinyls to supply liquid sodium hypochlorite to Riverside Park Water Reclamation Facility at a cost of \$305,200.00, plus applicable taxes over the period of August 1, 2021, to July 31, 2022.
<p>Background/History: Sodium hypochlorite is used for disinfecting the effluent water prior to discharging treated water to the river. It replaced gaseous chlorine in 2006 and is a much safer method of disinfection.</p> <p>This is the first of two renewals tentatively scheduled to begin on August 1, 2021, and to end on July 31, 2022. The contract may be extended for one (1) additional one-year contract period with the total contract period not to exceed five (5) years.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> • Impact In order to disinfect the effluent water from RPWRF, it is necessary to add liquid sodium hypochlorite. • Action Wastewater Management is seeking Council approval to award the renewal contract with Olin Corporation, dba Olin Chlor Alkali Products and Vinyls (Tracy, CA) to supply liquid sodium hypochlorite to the Water Reclamation Facility. • Funding for this purchase is provided in the Wastewater Management budget, and revenue is derived from sewer rates. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	Wastewater Collections SCADA
Date:	June 28, 2021
Author (email & phone):	Marcia Davis (mdavis@spokanecity.org & 625-6398)
City Council Sponsor:	Breann Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Six-year Wastewater Program; Integrated Clean Water Plan; Wastewater and Stormwater Collection System SCADA Master Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Wastewater Collection SCADA Project contract amendment with HDR
<p><u>Background/History:</u> The Wastewater Collection SCADA project has been underway since August 2020 to develop the software and human machine interface (HMI) to connect to the collection system control, monitoring, and alarming locations. This project designs and sets up the programming basis of the SCADA system for the entire collection system. When this work is complete, the programmed system will be connected to the locations in the collection system in a step-by-step progression. The first connections will be Springfield Lift Station, CSO 26 and CSO 24. The Programmable Logic Controllers (PLC) need to be designed, programmed, and installed at Springfield Lift Station and CSO 26 to connect to the new SCADA system. The design, installation, and programming of these PLCs was planned to be contracted through the small works roster, but design was too integral to SCADA contract to meet procurement requirements to contract this separately.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • The contract amendment will add design and programming of PLCs at Springfield Lift Station and CSO 26 Control Facility as well as programming of CSO 24 Control Facility existing PLC. • Contract amount is \$157,563.14, plus of \$40,340.80 of optional services that may not be needed (total contract \$197,903.94). Optional services include supplemental programming and technical support that may be needed for coordination of CSO 24 & 26 operation, network design, safety features for new codes, and changes at CSO 24. • The contract completion will be extended to summer 2022. 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

Briefing Paper

Public Infrastructure, Environment, & Sustainability Committee

Division & Department:	Neighborhood & Business Services – Community, Housing & Human Services
Subject:	FY 2020 Continuum of Care (CoC) Program Grant Award
Date:	June 28, 2021
Author (email & phone):	Debbie Cato dcatto@spokanecity.org X6707
City Council Sponsor:	N/A
Executive Sponsor:	David Lewis
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2024 Strategic Plan to End Homelessness; 2017 - 2021 Consolidated Community Development and Housing Plan
Strategic Initiative:	Reduce Homelessness
Deadline:	45 days from satisfying all issues and conditions to execute grant agreement with HUD.
Outcome: (deliverables, delivery duties, milestones to meet)	The department seeks acceptance of the CoC Program Award of \$4,148,698 from the U.S. Department of Housing and Urban Development and permission to enter into subrecipient contracts once appropriate documents are received from HUD.
Background/History:	
<p>Each year the CHHS Department competes nationally through the HUD Continuum of Care Program for renewal funding for HUD funded projects that support housing and services for persons experiencing homelessness. Normally, Continuums are required to review and rank renewal and new projects submitted for funding through the local competition process. However, due to COVID, HUD did not require a competitive process for FY20 funding and rather they automatically renewed all existing projects and did not provide funding for any new projects.</p>	
Executive Summary:	
<ul style="list-style-type: none"> • HUD released the FY20 Proposed UFA Grant Agreement on 6/2/2021 • City staff, as the Collaborative Applicant reviewed the agreement and reconciled the renewal amounts with existing subrecipient grants. • The CoC Planning Grant retained by the City of Spokane as the Collaborative Applicant was awarded at \$110,494. The City of Spokane renewed with the Unified Funding Agency (UFA) designation which allows for greater budgetary flexibility to shift funds between projects as needed to ensure all funds are fully expended. The UFA designation provides an additional \$110,494 to cover the administrative cost associated with this higher fiduciary and monitoring responsibilities. These totals are provided by HUD based on CoC funding award allocations from the previous year. These projects are not required to be ranked. • Total funding increased slightly from \$3,436,627 to \$4,148,698 due mainly because FY19 was a pro-rated year of subrecipient contracts because it was our first year as a UFA and so all subrecipient contracts were pro-rated to end at 7/31/2021. The FY20 contracts will all be 12-month contracts. Thus the \$712,071 increase appears to be bigger than it is. • HUD Renewal Projects Award Letter is attached. 	

- The grant agreement with HUD is still pending. CHHS is requesting approval to move forward with subgranting funds to subrecipients once the grant agreement is received and processed. This will avoid any delay in subcontracting funds.

Budget Impact:

Approved in current year budget? Yes No

Annual/Reoccurring expenditure? Yes No

If new, specify funding source:

Other budget impacts: All projects require 25% match of all expenditures excluding leasing.

Operations Impact:

Consistent with current operations/policy? Yes No

Requires change in current operations/policy? Yes No

Specify changes required: N/A

Known challenges/barriers: N/A

FY20 HUD Grant Agreement			
6/2/2021			
Population	Project Numbers	Intervention	FY20 Agreement
Families	WA0109	TH	\$ 64,529
Chronic	WA0111	PSH	\$ 345,984
Singles	WA0119	RRH	\$ 172,528
Women	WA0125	SSO - SO	\$ 21,861
Pregnant & Parenting Youth	WA0126	TH	\$ 75,144
Chronic	WA0128	PSH	\$ 61,956
Chronic	WA0129	PSH	\$ 345,646
Chronic	WA0130	PSH	\$ 243,905
Chronic	WA0218	PSH	\$ 158,394
Families	WA0288	RRH	\$ 498,100
System	WA0330	CE	\$ 148,000
Singles	WA0331	RRH	\$ 240,007
Families	WA0353	RRH	\$ 343,527
System	WA0373	CE	\$ 260,000
Chronic	WA0374	PSH	\$ 347,186
Chronic	WA0418	PSH	\$ 110,270
DV	WA0420	RRH	\$ 313,184
		Total	\$ 3,750,221
System		CoC Planning	\$ 110,494
System		UFA Costs	\$ 110,494
System	WA0329	HMIS	\$ 177,489
			\$ 4,148,698

Grant Number: WA0001U0T022002
Tax ID No.: 91-6001280
DUNS No.: 115528189

CONTINUUM OF CARE PROGRAM (CFDA#14.267)
GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and the City of Spokane (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”); the Continuum of Care Program rule (the “Rule”), as amended from time to time; and the Notice of Funds Availability for the fiscal year competition in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

- The Recipient is a Unified Funding Agency (UFA).
- The Recipient is the sole recipient designated by the applicable Continuum of Care.
- The Recipient is not the only recipient designated by the applicable Continuum of Care.

If the Recipient is a UFA or sole recipient these provisions apply:

HUD’s total funding obligation for this grant is \$4,148,698 as follows:

a. UFA Costs	\$ 110,494
b. Continuum of Care Planning Activities	\$110,494
c. Leasing	\$ 564,887
d. Rental assistance	\$1,212,924

e. Supportive services	\$ 1,491,003
f. Operating costs	\$ 226,513
g. Homeless Management Information System	\$ 172,125
h. Administrative costs	\$ 260,258

The funds an individual project will receive are as shown in the Application on the final approved Summary Budget for the project. Grant funds are provided for the projects listed below to be used during the stated performance period.

Renewal projects:

<u>Project No.</u>	<u>Amount</u>	<u>Performance Period</u>
WA0130U0T022013	243,905	08/01/2021 – 07/31/2022
WA0109U0T022013	64,529	08/01/2021 – 07/31/2022
WA0418U0T022002	110,270	08/01/2021 – 07/31/2022
WA0111U0T022013	345,984	08/01/2021 – 07/31/2022
WA0119U0T022013	172,528	08/01/2021 – 07/31/2022
WA0125U0T022013	21,861	08/01/2021 – 07/31/2022
WA0126U0T022013	75,144	08/01/2021 – 07/31/2022
WA0129U0T022013	345,646	08/01/2021 – 07/31/2022
WA0420U0T022002	313,184	08/01/2021 – 07/31/2022
WA0218U0T022010	158,394	08/01/2021 – 07/31/2022
WA0374U0T022004	347,186	08/01/2021 – 07/31/2022
WA0288U0T022007	498,100	08/01/2021 – 07/31/2022
WA0373U0T022004	260,000	08/01/2021 – 07/31/2022
WA0329U0T022005	177,489	08/01/2021 – 07/31/2022
WA0330U0T022005	148,000	08/01/2021 – 07/31/2022
WA0331U0T022005	240,007	08/01/2021 – 07/31/2022
WA0353U0T022005	343,527	08/01/2021 – 07/31/2022
WA0128U0T022013	61,956	08/01/2021 – 07/31/2022

UFA Planning Project:

<u>Project No.</u>	<u>Amount</u>	<u>Performance Period</u>
WA0473U0T022000	110,494	08/01/2021 – 07/31/2022

UFA Cost Project:

<u>Project No.</u>	<u>Amount</u>	<u>Performance Period</u>
WA0472U0T022000	110,494	08/01/2021 – 07/31/2022

Any default by Recipient under this Agreement shall constitute a default by Recipient under any other grant agreement executed in accordance with 24 CFR 578.23(b)(3) by HUD and the Recipient for awards selected in the same fiscal year Continuum of Care program competition.

If the Recipient reallocates funds from one project during the term of this Agreement to create a new project(s), then no funds may be drawn down by the Recipient for that project(s) until HUD has approved site control.

These provisions apply to all Recipients:

The performance period of renewal projects funded by this Agreement will begin immediately at the end of the performance period under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's final operating year under the grant agreement being renewed and the date of this Agreement is executed by both parties may be reimbursed with funds from the first operating year of this Agreement. No funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the performance periods for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

BY: 
(Signature)

John W. Peters, Director, Office of Community Planning and Development
(Typed Name and Title)

06/02/2021
(Date)

RECIPIENT

City of Spokane
(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

INDIRECT COST RATE SCHEDULE

<u>Agency/Dept./Major Function</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
Subject:	Treasury Emergency Rent Assistance 2 (ERA2) Grant Acceptance and Subgrant allocation
Date:	June 28, 2021
Author (email & phone):	Margaret Hinson (mhinson@spokanecity.org 509-867-8539)
City Council Sponsor:	Council President Beggs
Executive Sponsor:	Cupid Alexander
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
Strategic Initiative:	Safe & Healthy / Reduce Homelessness
Deadline:	The grant has a retroactive start date of March 11, 2021 and the grant expires on September 30, 2025.
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept \$5,297,865.00 in ERA2 funds, and permission to allocate to current three subgrantees of ERA1 funds: The Carl Maxey Center, Family Promise of Spokane, and geocko, inc. dba LiveStories.
Background/History: The Treasury ERA2 is a continuation of The U.S. Department of Treasury's response to the COVID-19 disaster. Initially making available \$25 billion in ERA1 funds under the Consolidated Appropriations Act of 2021, ERA2 provides an additional \$21.55 billion under the American Rescue Plan Act of 2021, enacted on March 11, 2021. These funds are intended to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs.	
Executive Summary: For ERA1, the RFP Review Committee reviewed proposals and approved funding for the Carl Maxey Center, Family Promise of Spokane, and geocko, inc. dba LiveStories. Using the same distribution set forth by the Committee for ERA1, we are requesting ERA2 funds be allocated at the following levels:	
<ul style="list-style-type: none"> ○ The Carl Maxey Center: \$304,632.00 ○ Family Promise of Spokane: \$1,740,741.00 ○ LiveStories: \$3,197,621.00 	
The final budgets may be revised according once funds are received and contracts are negotiated.	
Budget Impact:	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If new, specify funding source: U.S. Treasury Department	
Other budget impacts: N/A	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Specify changes required: None.	
Known challenges/barriers: None.	

Briefing Paper

Public Infrastructure, Environment, and Sustainability

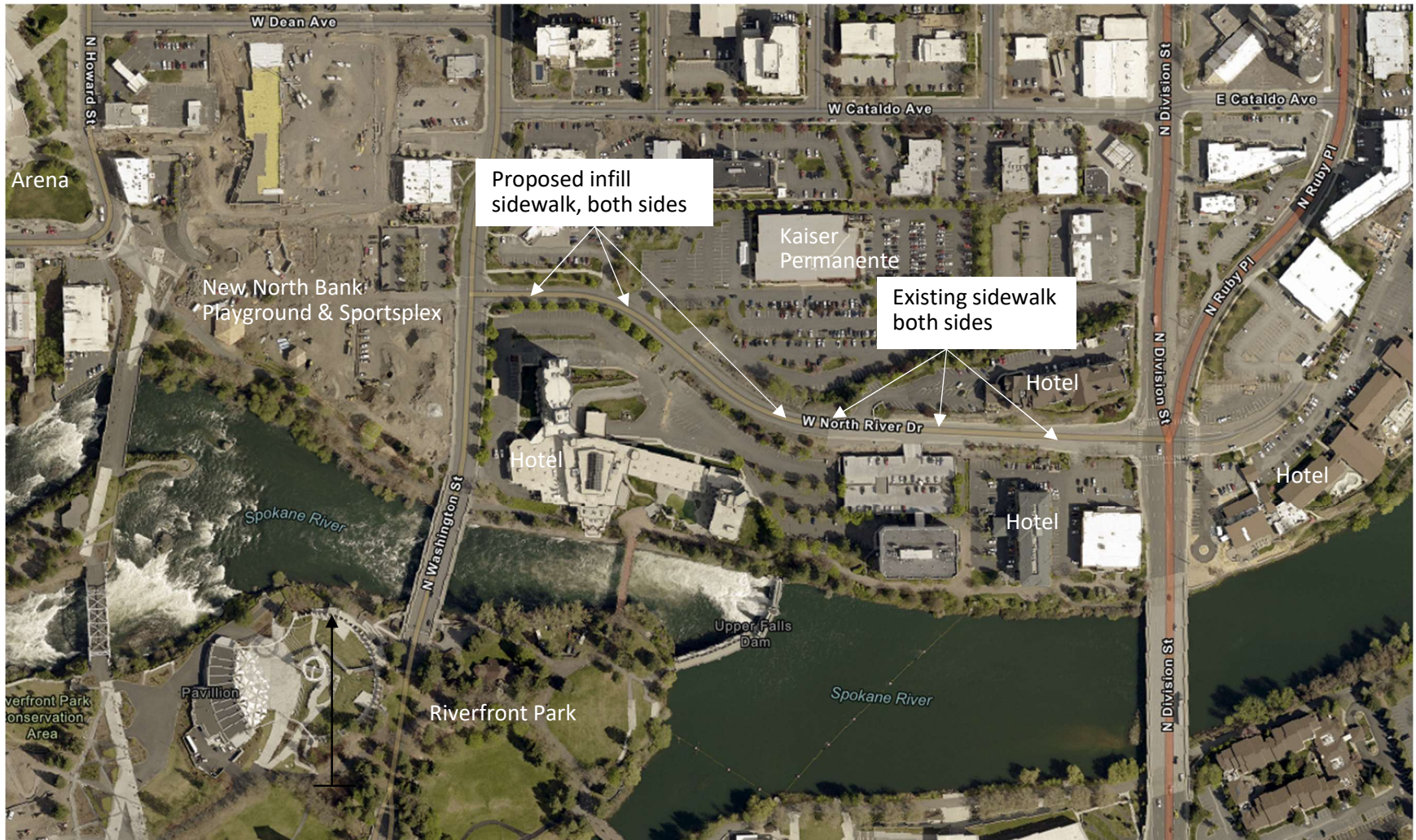
Division & Department:	Neighborhood and Business Services Division – Community, Housing, and Human Services Department
Subject:	COVID-19 Supplemental ESG Award
Date:	June 28, 2021
Author (email & phone):	Margaret Hinson (mhinson@spokanecity.org 509-867-8539)
City Council Sponsor:	Council President Beggs
Executive Sponsor:	Cupid Alexander
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
Strategic Initiative:	Safe & Healthy / Reduce Homelessness
Deadline:	The funds generally expire September 30, 2022
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to award approximately \$1 million dollars of the City's Emergency Solutions Grant – Coronavirus (ESG-CV) agreement with Washington State's Department of Commerce to current homeless provider subgrantees, extending contracts through June 2022.
Background/History: The CARES Act was signed on March 27, 2020 to help the support the response to the novel coronavirus outbreak. The CARES Act made available an additional \$4 billion in ESG-CV funds to supplement the Fiscal Year (FY) 2020 ESG funding. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.	
Executive Summary: CHHS requests permission to extend the following contracts through June 2022 and to award at the following levels: <ul style="list-style-type: none"> • CCEW House of Charity, \$581,096 • VOA Hope House, \$266,166 • YWCA, \$62,500 • Transitions Women's Hearth, \$105,415 <p>Extending these contracts will allow for continued Covid-19 safety precautions and additional safety procedures to remain in place through the summer and allow for preparation for the Fall/Winter 2021 season.</p>	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: HUD Other budget impacts: N/A	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Specify changes required: None.
Known challenges/barriers: None.

Briefing Paper

PIES

Division & Department:	Engineering Services; Public Works
Subject:	North River Sidewalk
Date:	June 28, 2021
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org , 625-6391)
City Council Sponsor:	Breen Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street program
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contracts (once bids are opened and recommendation to award submitted to council for approval)
Background/History:	
<ul style="list-style-type: none"> The sidewalk gap shown in the attached exhibit was identified in City planning documents as a significant gap in City pedestrian facilities. 	
Executive Summary:	
<ul style="list-style-type: none"> The proposed sidewalk infills a missing gap of sidewalk as shown in the attached exhibit. connecting the numerous hotels to the east with the new north bank playground and sportsplex and Riverfront Park to the west. The project also includes storm drainage (treatment) upgrades, trees and a grind and overlay. It is planned for construction later this year. The City applied for and received a TIB grant which, together with City TBD sidewalk funds pay for the sidewalk portion of the project. The stormwater portion of the project is paid with sewer dept funds and the grind and overlay is paid for with arterial street funds. 	
Budget Impact:	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
If new, specify funding source:	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Specify changes required:	
Known challenges/barriers:	



Proposed infill sidewalk, both sides

Existing sidewalk both sides

Arena

New North Bank
Playground & Sportsplex

Hotel

Kaiser
Permanente

Hotel

Hotel

Hotel

Riverfront Park
Conservation
Area

Pavillion

Riverfront Park

Upper Falls
Dam

Spokane River

W Dean Ave

W Cataldo Ave

W North River Dr

N Howard St

N Washington St

N Division St

N Division St

N Division St

E Cataldo Ave

N Ruby Pl

N Ruby Pl

Briefing Paper

PIES

Division & Department:	Engineering Services; Public Works
Subject:	Greene & Ermina Intersection Signal Relocation
Date:	June 28, 2021
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org , 625-6391)
City Council Sponsor:	Breen Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	The original Greene & Ermina signalization project was in the 6 Year Street Plan and was consistent with the Chief Garry neighborhood plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contracts (once bids are opened and recommendation to award submitted to council for approval)
Background/History:	
<ul style="list-style-type: none"> In 2018 the City installed the signal at Greene & Ermina intersection to improve the ability of college students to access the residential area west of the college across Greene St. In 2020, WSDOT informed the City that due to the revised proposed route of the north south corridor (i.e., the north – south freeway), one of those signal poles is too close to the future freeway and has to be moved at DOT cost. 	
Executive Summary:	
<ul style="list-style-type: none"> This project moves the signal on the southeast corner of Greene & Ermina modestly to the west to be out of the way of the future freeway. It is planned for construction later this year. While most of this work occurs outside the roadway, a portion of the work is within Greene St. For that portion of the work, the outside lane on northbound Greene will be closed for a 1 – 2 week period. 	
Budget Impact:	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
If new, specify funding source:	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Specify changes required:	
Known challenges/barriers:	



Proposed signal relocation

Ermina Ave.

Greene St.

Community College

Mission Ave.

Briefing Paper

Public Infrastructure, Environmental & Sustainability Committee

Division & Department:	Fleet Services & Solid Waste Collections
Subject:	5-Year Master Contracts for On-Call Miscellaneous Welding-Fabrication Services, to include Hydraulic Cylinder Repair, and Machine Shop Services - As Needed
Date:	June 28, 2021
Contact (email & phone):	Richard Giddings, rgiddings@spokanecity.org 509 625-7706
City Council Sponsor:	CP Breann Beggs
Executive Sponsor:	
Committee(s) Impacted:	PIES Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for these services is available in the Fleet Services and Solid Waste Collection's department budgets
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of a 5-Year Master Contract with <u>Industrial Welding Co. Inc.</u> , and a 5-Year Master Contract with <u>Mfg Precision</u> for On-Call Miscellaneous Welding-Fabrication Services, to include Hydraulic Cylinder Repair, and Machine Shop Services - As Needed

Background/History:

On May 25, 2021, bid RFP 5453-21, PW ITB 5443-21, On-Call Miscellaneous Welding-Fabrication Services, to include Hydraulic Cylinder Repair, and Machine Shop Services - As Needed was issued. Bid stated the City's intent was to issue Multiple Awards to allow the City the flexibility to allocate requirements among awarded contractor's shops to prevent inundation, and to best meet City's needs in reducing turn-around time. Awards to the selected Contractors would result in 5-Year Master Contracts, with no-capped amount. Total compensation to be based on awarded Shop's fee schedule, PRICING PAGE – ATTACHMENT A bid document. Labor rates would be reviewed annually. Materials, Parts, and Consumables will be charged at a set percentage "markup" over the Shop's base cost. The percentage "markup up" will remain firm, with no adjustments, during the 5-year contract period. The resulting Master Contracts would be utilized by Fleet Services & Solid Waste Collections.

On June 14, 2021, Only two responses were received. One from Industrial Welding Co. Inc, Spokane, WA and one from Mfg Precision, Sumner, WA who is opening up a Spokane location at 3703 E. Central Ave, Spokane, WA 99217. A review committee found both bids to be acceptable and would like to establish a 5-year Master Contract with each contractor. The contacts would be valid from August 1, 2021 - July 31, 2026. The total contract period not to exceed five (5) years.

Executive Summary:

- Multiple Awards of Master Contracts to:
 - 5 Year Master Contract with Industrial Welding Co. Inc. based on RFQ 5453-21
 - 5 Year Master Contract with Mfg Precision, based on RFQ 5453-21
- Multiple Contracts prevent inundating Contractor's shops and reduce turn-around time.
- Master Contracts to be used by Fleet Services & Solid Waste Collections
- Annual spend: Estimated \$250,000 for Industrial Welding, and \$150,000 for Mfg Precision (Tax Included)
- Annual Review of Contractor's Labor Rates.
- Percentage Markup Fixed for 5-years

Budget Impact:

Approved in current year budget? Yes No N/A

Annual/Reoccurring expenditure? Yes No N/A

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers: