

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

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

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

2.2.4 The open forum is a limited public forum and all matters discussed shall relate to affairs of the City. No person may use the open forum to speak on such matters and in such a manner as to violate the laws governing the conduct of municipal affairs. No person shall be permitted to speak on matters related to the current or advance agendas, potential or pending hearing items, or ballot propositions for a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not make personal comment or verbal insults about any individual.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

- 5.3.1 Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- 5.3.2 No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide his or her address as a condition of recognition. In order for a council member to be recognized by the Chair for the purpose of obtaining the floor, the council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- 5.3.3 Each person speaking at the public microphone shall verbally identify him(her)self by name and, if appropriate, representative capacity.
- 5.3.4 Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- 5.3.5 In order that evidence and expressions of opinion be included in the record and that — decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, such as demonstrations, banners, applause and the like will be permitted.
- 5.3.6 A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- 5.3.7 When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- 5.3.8 When any person, including members of the public, City staff and others are addressing the Council, council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order* shall extend to all speakers before the City Council. The council president pro-tem shall be charged with the task of assisting the council president to insure that all individuals desiring to speak, be they members of the public, staff or council members, shall be identified and provided the opportunity to speak.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, NOVEMBER 9, 2015

MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER MICHAEL A. ALLEN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER AMBER WALDREF

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

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

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

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

ADDRESSING THE COUNCIL

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

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

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

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ccavanaugh@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. Cavanaugh at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|---------|------------------------------|
| 1. Spokane Airport Board 2016 Budget.
Dave Armstrong | Approve | FIN 2015-0002 |
| 2. Extension of Value Blanket with Graymont Western US, Inc., (Salt Lake City, UT) for High Calcium Quicklime—\$1,500,060. (incl. tax)
Chuck Conklin | Approve | OPR 2014-0871
BID 4064-14 |
| 3. Contract Extension and Amendment with American Recycling Corporation (Spokane, WA) for recycling of metals collected from the Waste to Energy Facility floor and recycling area—Estimated revenue \$500,000.
Chuck Conklin | Approve | OPR 2015-0022
BID 4071-14 |
| 4. Contract with Rob's Demolition, Inc., (Spokane, WA) for the demolition and asbestos survey at 15 North Grant Street for \$94,450 plus an administrative reserve of \$9,445 for a total amount not to exceed \$103,895.
Ed Lukas | Approve | OPR 2015-0921
ENG 2012119 |
| 5. Purchase and Sale agreement with 10 South Adams, LLC for building and property located at 10 South Adams Street—\$868,000.
Ed Lukas | Approve | OPR 2015-0922
ENG 2010087 |

- | | | |
|--|-----------------------------------|------------------------------|
| 6. Authorization to increase the administrative reserve on the Contract with Halme Construction, Inc., (Spokane WA) for Erie Street from 1st Avenue to Martin Luther King Jr. Way—increase of \$165,000 for a total administrative reserve of \$222,505.02 or 38.7% of the contract price. (East Central Neighborhood)
Ken Brown | Approve | PRO 2015-0033
ENG 2014115 |
| 7. Authorization to increase the administrative reserve for the Havana and Glenrose Water and Road Improvements Project—increase of \$129,882.16 for a total administrative reserve of \$464,074.01, a 3.88% increase to the original contract price.
Jim Sakamoto | Approve | PRO 2015-0011
ENG 2014079 |
| 8. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2014, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payment | CPR 2015-0002 |
| 9. City Council Meeting Minutes: _____, 2015. | Approve
All | CPR 2015-0013 |
-

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

United Native Americans of Spokane Public Development	Confirm	CPR 2005-0015
Authority: One Appointment		

CITY ADMINISTRATION REPORT

COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

OPEN FORUM

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

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2015-0118	Declaring and finding a substantial need for purposes of setting the limit factor for the property tax levy for 2016. (Relates to Final Reading Ordinance C35318) Tim Dunivant
ORD C35318	Updating the annual City of Spokane property tax levy for 2016. (Relates to Resolution 2015-0118) Tim Dunivant

- ORD C35317 Relating to the vacation of misdemeanor possession of marijuana convictions in the City of Spokane; adopting new chapter 5A.17 of the Spokane Municipal Code; and adopting new sections 5A.17.010 and 5A.17.020.

Council President Stuckart

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35274 Relating to the process for filling vacancies in the position of police ombudsman; amending SMC section 4.32.080 and SMC section 4.32.090. (Deferred from August 10, 2015, Agenda)

Council Member Snyder

- ORD C35319 Relating to the parking system fund and Parking Advisory Committee; amending SMC section 7.08.130.

Council President Stuckart

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

- H1. Hearing on 2015 Proposed Budget.
Tim Dunivant

Hold Hrg. & FIN 2015-0001
Cont. to
11/16/2015

Motion to Approve Advance Agenda for November 9, 2015
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

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

ADJOURNMENT

The November 9, 2015, Regular Legislative Session of the City Council is adjourned to November 16, 2015.

NOTES



Agenda Sheet for City Council Meeting of:
11/09/2015

Date Rec'd	10/22/2015
Clerk's File #	FIN 2015-0002
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	AIRPORTS
Contact Name/Phone	DAVE ARMSTRONG 455-6448
Contact E-Mail	DARMSTRONG@SPOKANEAIRPORTS.NET
Agenda Item Type	Report Item
Agenda Item Name	SPOKANE AIRPORT BOARD 2016 BUDGET

Agenda Wording

Spokane Airport Board 2016 Budget.

Summary (Background)

On October 22, 2015, the Spokane Airport Board approved the 2016 Budget for Spokane International Airport, the Airport Business Park and Felts Field. The budget does not require City or County financial support; however, approval is necessary to meet conditions of the Joint Interlocal Agreement. The 2016 operations budget is \$33,613,971 and the capital budget is \$24,438,022. The total 2016 budget is \$58,051,993.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	PFISTER, TERRI	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	darmstrong@spokaneairports.net	
<u>For the Mayor</u>	SANDERS, THERESA	jthielemann@spokaneairports.net	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

Spokane Airports 2016 Budget

Spokane International Airport / Airport Business Park/ Felts Field

Spokane International Airport
SpokaneAirports.net

SPOKANE INTERNATIONAL AIRPORT ANNOUNCES

NONSTOP

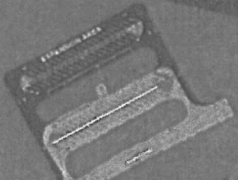
SERVICE TO BOISE

CELL PHONE PARKING LOT EXPANSION

We know construction can be disruptive and we sincerely appreciate your patience and cooperation.

THIS SPOKANE INTERNATIONAL AIRPORT PROJECT INCLUDES:

- Adding 20 additional parking spaces
- Installing new lighting
- Improving drainage
- Modifying entry way



**Close + Affordable
= Convenient**

On-Airport Economy Parking
NORTH SHUTTLE LOT

\$4 Daily Rate
Tax Included



FREE ADMISSION

FELTS FIELD

NEIGHBOR DAY

OPEN HOUSE

SATURDAY • AUGUST 29, 2015 • 9AM-4PM



Free Wi-Fi

Courtesy of:

Spokane International Airport





Spokane Airport Board

Spokane International Airport / Airport Business Park / Felts Field

2016 Budget Table of Contents

I.	Spokane Airport Board Members.	1
II.	Introduction Overview, Process, Summary	2
III.	Activity Passengers, Landed Weights, Operations.	6
IV.	Cost Centers, Allocations, Rate Making and CPE	8
V.	Terminal Rent Rate and Landing Fee	11
VI.	Operating Revenues and Expenditures	13
VII.	Capital Improvement Program	16
VIII.	Debt Service	17
IX.	Benchmark Table of Other Airports.	17
X.	Budget Summaries by Cost Center Spokane Airport Board Consolidated Summary. 20 Spokane International Operations Summary . 21 Business Park Operations Summary 22 Felts Field Operations Summary 23 Capital Improvement Program 24	19
XI.	Selected Rates and Charges	25



Spokane International Airport
GEG – GENERATING ECONOMIC GROWTH

AIRPORT BUSINESS PARK



Spokane Airport Board

Al French (Chairman)
Max Kuney (Vice Chair)
K. Collins Sprague (Secretary)
David Clack
Ezra Eckhardt
Ben Stuckart
Nancy Vorhees

Lawrence J. Krauter, CEO
James McDevitt, General Counsel



Section II. Introduction

The SPOKANE AIRPORT BOARD (Board), operates Spokane International Airport (GEG), Felts Field (SFF) and the Airport Business Park (ABP), collectively referred to as the SPOKANE AIRPORTS (Airport), under and pursuant to the Constitution and Laws of the State of Washington, including Ch. 14.08 RCW, RCW 14.08.200 and that certain amended Spokane County/City Airport Agreement of the County and City dated August 28, 1990.

The agreement intends the expenses of operating Spokane International Airport, Felts Field and the Airport Business Park shall be paid, *to the maximum extent possible*, from the operating revenues of each area (emphasis added).

The Airport does not receive any funds from either the County or City of Spokane nor does it receive any local tax revenues. Operating funds come from user fees, tenant rents in varying forms and airline landing fees. Capital funds come from federal and state grants and agreements, facility charges through airlines and rental car agencies along with airport funds generated through operations.

The Airport employs approximately 150 full and part-time employees responsible for providing access to the global air service network by managing, developing, maintaining and promoting the Airport. Employees work diligently to provide quality facilities and services along with a high quality customer experience.

The 2016 budget provides funds to accomplish these goals while keeping the cost to airlines low in comparison to other airports, funding important capital projects that will improve airport safety and security, maintaining aging facilities while designing new facilities and improving customer service. Through these initiatives, the budget provides funds for activities that provide economic impact and stimulus by creating jobs in the local area.

AIRLINE OPERATING AGREEMENT (AOA)

This 2016 Budget is prepared based on the airline agreement with signatory airlines dated January 1, 2010. This was a four year agreement, with an option to extend. The Airport and signatory Airlines mutually agreed to extend this agreement in 2013 until December 31, 2015. During consultation meetings that occurred in 2015, the Airport has proposed to extend the agreement, with minor modifications, for an additional two years to provide time to continue negotiating a modernized AOA. It is expected the Airport and the signatory Airlines will reach agreement on the extension.

The continuing agreement, on which the 2016 Budget is based, utilizes a residual rate-setting method. This approach is common, but not universal, among US airport operators.

The airline industry continues to rebound in profitability while carriers continually monitor capacity and segments throughout its network. Prior year reductions in capacity resulted in fewer daily scheduled flights with increased passenger loads. Certain air carriers serving Spokane increased capacity and destinations in 2015 and have indicated carrying over those increases in their activity for the year 2016. Others carriers see operations remaining flat in 2016. In developing the 2016 budget, the goal is to continue to position the Airport as an attractive location for adding new airline service while maintaining current destinations.

THE BUDGET PROCESS

The budget process began this year in July as the staff began by reviewing the expenditures of the first six months of the current fiscal year. A budget packet was distributed including a budget calendar and general directions for each department's budget submittal. The Airport utilizes a zero-based budget process in which each expenditure line item is evaluated on its own merit each year. Specific department budgets are then developed to identify resources necessary to meet the daily functions of operating the airports and implementing the necessary airport improvement projects.

This year the budget process included work done by a third party consultant working to refine the Airport's Rates and Charges along with department allocations.

Departments submitted their budgets which were rolled into the Rates and Charges Model (see Section V) to calculate the upcoming year's Terminal Rental Rates and Landing Fees. Each department's initiatives are reviewed before the proposed draft is completed and submitted for review and comment by the Board.

The Capital Improvement Program is also refined to examine its effect on rates and charges. Future period major capital projects are added to the modeling as most of these projects and expenditures affect budget periods beyond the current period under examination.

The Airport Airline Affairs Committee (AAAC) convenes, at a minimum of one time to contribute input to the Airport's budget. The AAAC is comprised of Airport staff members along with representatives of the Signatory Airlines. This year, the AAAC met a variety of times to discuss the AOA, upcoming significant Capital Projects and the 2016 Budget. The Airline members of the AAAC currently do not have any veto rights on the Airport's Budget, however they do provide their input for consideration.

FINANCIAL SUMMARY

The table below summarizes the 2016 Consolidated Spokane Airport Board Budget. Section X and various exhibits throughout this presentation will focus on the individual details of the summary shown.

SPOKANE AIRPORT BOARD BUDGET SUMMARY

<u>2016</u>	<u>Operating</u>	<u>Capital</u>	<u>Total</u>	<u>%Change</u>
GEG	\$ 31,030,815	\$ 20,663,022	\$ 51,693,837	-12.8%
ABP	1,447,538	250,000	1,697,538	-4.7%
Felts Field	<u>1,135,618</u>	<u>3,525,000</u>	<u>4,660,618</u>	-27.8%
2016 Consolidated	<u>\$ 33,613,971</u>	<u>\$ 24,438,022</u>	<u>\$ 58,051,993</u>	-14.0%
<u>% Change</u>	2.7%	-29.7%	-14.0%	

<u>2015</u>				
GEG	\$ 30,443,818	\$ 28,832,470	\$ 59,276,288	
ABP	1,431,166	350,000	1,781,166	
Felts Field	<u>853,440</u>	<u>5,600,000</u>	<u>6,453,440</u>	
2016 Consolidated	<u>\$ 32,728,423</u>	<u>\$ 34,782,470</u>	<u>\$ 67,510,893</u>	

The Total Spokane Airport Board 2016 Budget presented for approval is \$58,051,993, an overall 14.0% decrease from the 2015 Budget. This decrease is entirely due to a 29.7% decrease in the Capital program.

Consolidated Operating Revenues are forecast to increase by 5.9% from the 2015 budget to \$31.3 million. This increase is due primarily to an increase in rental rates for terminal tenants along with an increase in the 2016 Landing Fees. These increases relate to the refinement of cost tracking and allocations of indirect costs across direct cost centers (see Section IV) as they affect terminal rates and the landing fee rate. The Parking / Landside / Ground Transportation center has shown marked increases in 2015 and appear on track to increase again in 2016. No increases are budgeted for the Parking lots at the Airport. An increase is forecast in the Ground Transportation portion of this cost center as efforts to modernize Ground Transportation rate structures are continuing. The Ground Transportation department works with taxis, shuttles, charter busses and Transportation Networking Companies (TNCs). Promotion of the Airport's parking products has shown considerable positive effect on revenues and will continue.

Consolidated Operating Expenses, including depreciation, are projected to increase a modest 2.7% to \$33.6 million. Operating expenses, not including depreciation, are projected to increase 2.5% over the 2015 budget to \$25.1 million. The primary causes for the increase over the 2015 budget are increases in personnel costs and benefits, maintenance and utilities costs.

The 2016 **Capital Program** shows a 29.7% decrease from the 2015 program to total planned expenditures of \$24.4 million.

Capital sources of funds are heavily dependent on the Federal Grant process through the Airport Improvement Program (AIP) and, to some extent, the Passenger Facility Charge (PFC) Application process. The majority of the 2016 projects scheduled are fully funded for the upcoming year through Grant applications and pre-collected PFCs on approved projects. Future discussions in Washington, DC may have some impact on subsequent year budgets, but not the current budget cycle. The Airport also uses funds from general operations to the extent expenditures do not reduce the reserve amount below a prescribed level.

Capital expenditures are forecast to include continued airfield work on the Taxiway and Taxi-lane Reconfiguration project at Felts Field along with a project at Spokane International to rehabilitate an airfield apron area. Both of these projects are funded by Federal Grants along with a matching amount from the Airport's cash. A baggage reconfiguration project funded by the Transportation Security Agency; and pre-approved projects to improve safety and security funded through PFCs will continue. Also planned are improvements to surface roads, parking lots and construction of a Parking and Ground Transportation vehicle garage. Replacement of aging equipment and vehicles will continue in 2016 along with upgrading of the Information Technology infrastructure.

CUSTOMER SERVICE INITIATIVES

As a service to the Airport's travelers, construction of an on-site single bay car wash was completed in November of 2014. The year 2015 saw considerable increased traffic in the two parking lots served by the car wash. The Economy North Shuttle lot continues to show increased traffic due to pricing initiatives instituted in the second half of 2014. The efforts to continue the improved parking experience includes the completion of Landside / Parking / Ground Transportation office near the confluence of the car wash exit and the exit plaza of the adjoining lots.

Quarter 4 of 2015 saw a modernized Ground Transportation resolution to re-organize how passengers access taxis, shuttles and TNCs such as Uber and Lyft. Reconfiguring the curb presence of these public access points has shown considerable improvement for the general passenger traveler by concentrating public transportation curb access away from leisure traveler curb access.

The A/B Terminal screening checkpoint area serving Concourses A and B underwent an overhaul in the 3rd and 4th quarter of 2015 to more conveniently separate those travelers who utilize Trusted Traveler initiatives.



Section III. Airline Activity Forecast

PASSENGER TRAFFIC

The Airport has based the 2016 revenues on a forecast of modest growth in passenger enplanements. 2014 showed an increase in passengers of 1.8% over 2013. 2015 is on pace for an increase over 2014 of 4.3%. The conservative forecast for the purposes of 2016 budgeting is an increase of 1.0% over 2015.

The following table shows actual passenger activity by airline for 2014 along with estimates for the years ending 2015 and 2016 which are incorporated into the 2016 Budget. The table also shows the current breakdown of passengers traveling out of the two terminals, although American Airlines (formerly US Airways) is contemplating a move to the C-Terminal in an attempt to balance passenger flow across the two terminals.

Traffic Activity Spokane International Airport (for the 12 months ending December 31; numbers in thousands)				
	Terminal	Actual 2014	Estimated 2015	Budget 2016
Enplaned Passengers				
Alaska	C	618	639	645
Allegiant (Non-Sig)	A/B	4	0	0
Delta	A/B	292	364	368
Frontier (Non-Sig)	C	50	1	1
Southwest	A/B	365	377	380
American	A/B	64	73	74
United	A/B	100	99	100
Others	A/B	<u>1</u>	<u>5</u>	<u>5</u>
Total		<u>1,493</u>	<u>1,558</u>	<u>1,574</u>
By Terminal				
Terminal C	C	668	639	646
Terminal A&B	A/B	<u>825</u>	<u>919</u>	<u>928</u>
Total		<u>1,493</u>	<u>1,558</u>	<u>1,574</u>
% Change		1.8%	4.3%	1.0%

AIRCRAFT LANDED WEIGHT FORECAST

The Airport collects landing fees from landing air carriers based on an aircraft's Maximum Gross Landed Weight (MGLW). The costs of operating the airfield are to be recovered through the Landing Fee Rate multiplied by the MGLW of each aircraft. The accuracy of the landed weight forecast of each air and cargo carrier has an impact on the Landing Fee Rate. Section IV, Cost Centers, Allocations and Rate Making will discuss the methodology of rate making under a Residual Airline Agreement such as the agreement at GEG. Simply stated, the higher the landed weight forecast, the lower the budgeted unit cost rate for the upcoming year.

The following table shows actual passenger and cargo landed weight along with forecast incorporated into the 2016 Budget.

Traffic Activity Spokane International Airport (for the 12 months ending December 31; numbers in thousands)			
	Actual 2014	Estimated 2015	Budget 2016
Landed Weight			
Passenger Airlines			
Alaska	628	652	659
Allegiant (NS)	7	1	1
Delta	352	430	434
Frontier (NS)	55	1	1
Southwest	405	403	407
American	80	83	84
United	106	108	109
Others	2	31	31
Cargo			
Signatory (FedEx, UPS)	432	440	447
Non-signatory	<u>59</u>	<u>19</u>	<u>19</u>
Total	<u>2,126</u>	<u>2,168</u>	<u>2,192</u>
Signatory			
Passenger	1,572	1,677	1,694
Cargo	<u>432</u>	<u>440</u>	<u>447</u>
	2,004	2,117	2,141
Non-signatory			
Passenger	63	32	33
Cargo	<u>59</u>	<u>19</u>	<u>19</u>
	<u>122</u>	<u>51</u>	<u>52</u>
Total	<u>2,126</u>	<u>2,168</u>	<u>2,192</u>
% Change	4.3%	2.0%	1.1%



Section IV. Cost Centers, Allocations, Rate Making and CPE

COST CENTERS

The Airport is currently organized with seven direct cost centers with a goal to refine the cost centers during the next two years under an extension of the current Residual Based Airline Operating Agreement. The direct cost centers are Airfield (includes Operations), Fuel Facility, Parking and Ground Transportation, Other Buildings and Grounds, GEG Terminal, the ABP and Felts Field. There are five indirect cost centers in Planning and Engineering, Airport Rescue and Fire Fighting (ARFF), Information Technology, Police and Dispatch along with Airport Administration. Future refinements will be to incorporate the Fuel Facility to the Airfield and add a Rental Car Facility direct cost center.

ALLOCATIONS

To develop rates, the expenses for four of the indirect costs centers, excluding administration, are allocated to the direct costs centers based on an analysis of the staff hours dedicated to a center along with the budgeted costs within each indirect cost center. After those indirect costs are allocated to the direct cost centers, administration is allocated based on the total actual direct and indirect costs for each direct cost center. The allocation percentages for 2016 are shown below. These allocation rates will be reviewed and potentially revised at the end of 2016 to reflect actual operations and maintenance for all of the facilities.

**Indirect Allocation Percentages
Spokane Airport Board**

	Airfield	Fuel	Terminal	Landside	OB & G	ABP	Felts
Indirect Allocations							
Airfield Maintenance	65.0%			20.0%	10.0%		5.0%
Terminal Maintenance	0.0%		80.0%	20.0%			
Operations	90.0%		2.5%	2.5%			5.0%
Fuel	100.0%						
Engineering	40.0%	1.0%	40.0%	10.0%	1.0%	1.0%	7.0%
IT	25.0%		25.0%	25.0%	18.0%	2.0%	5.0%
ARFF/Fire	73.3%	3.2%	15.9%	0.9%	4.6%	2.1%	
Police	1.0%		80.0%	15.0%	1.5%	2.5%	
Communications	1.0%		80.0%	15.0%	1.5%	2.5%	
Airport Business Park						100.0%	
Felts Field							100.0%

RATE MAKING

The Airport operates under an existing Airline Operating Agreement (AOA) with a residual ratemaking methodology where generally, with some exceptions, all revenues are shared with the signatory air carriers. Under the current AOA there is no specified methodology for each rate making calculation, however there are federal guidelines for establishing rates. Currently the signatory airlines participate, in a consultation role, in the budget and rate setting process.

Terminal Rental Rate Calculation

The existing AOA does not prescribe a methodology for calculating terminal build rentals, fees, and charges. However, exhibits provided annually to the air carriers with updated rates prescribes the fees and charges and the relative weighting of such charges. The Airport uses a cost center residual methodology to calculate a cost recovery terminal building rental rate.

The Terminal Building Cost includes allocable M&O Expenses, debt service (net of allocable PFC revenues), debt service coverage, depreciation charges (net of bond-funded projects, grants, and PFC revenues), and M&O Reserve deposit requirements. The resulting Terminal Building Cost is reduced by Terminal Concession Revenues, Non-airline Terminal Rentals, 10% of the estimated surplus revenue generated from the Parking/Landside cost center (with the remainder flowing into the airport residual landing fee rate), Other Terminal Payments, a TSA Reimbursement, and Loading Bridge Fees to yield the Net Terminal Building Requirement.

The Net Terminal Building Requirement is divided by Rented Space weighted by the new proposed weight classifications to derive the Terminal Building Rental Rate per square foot per year. The current year terminal rental rate for public areas is \$48.84 per square foot per annum (sfpa), a decrease from \$49.92 sfpa. This decrease will be offset by increases in other types of rental space in an attempt to streamline from six different levels of rates to two.

Landing Fee Calculation

As set forth in Exhibit B to the AOA, the methodology for calculating the landing fee rate is based on an airport residual approach where the total cost of SIA is credited with airline terminals rentals, other airline fees and charges, non-signatory airline landing fees, and non-airline revenues to yield the landing fee revenue requirement. The landing fee requirement is then divided by signatory airline landed weight to derive the landing fee rate per 1,000 pound unit.

More specifically, the methodology consists of the following steps:

1. The SIA rate base includes M&O Expenses, debt service, debt service coverage, depreciation charges (net of grants and PFC revenues), and the M&O Expense Reserve deposit requirement. As noted earlier, the rate base also includes an amount to provide sufficient funding for the Airport's share of funding the CIP.
2. The Airfield Requirement is then reduced by airline revenues other than landing fees and nonairline revenues, and the prior year carry forward surplus (deficit) to yield the Landing Fee Requirement.

3. The Landing Fee Requirement is divided by Total Landed Weight of passenger and cargo carriers (as weighted for premiums) to derive the Signatory Airline Landing Fee Rate per 1,000-pound unit.

The 2016 forecast landing fee rate is \$1.98 / 1,000 pounds, up from \$1.72 in 2015. The calculation of the Landing Fee Rate is displayed in Section V.

COST PER ENPLANEMENT (CPE)

The calculations of the Terminal Rent Rate and the Landing Fee result in charges to the air carriers. Those charges contribute to both Terminal and Airfield Revenue. One measure of the cost to operate at an airport by an airline is the Cost Per Enplanement (CPE) calculation. The average CPE represents the net cost incurred by the commercial airlines based on their regular operations at the Airport. The table below shows the CPE for two past years and the forecast for 2015 and 2016. The 2016 forecast CPE is \$6.02 whereas the average CPE of twenty similar sized airports is \$7.32. Section IX, shows comparisons of the Airport's CPE, and other metrics, with other airports of similar size and destination airports.

Also shown below is the forecast CPE of each individual air carrier. The fluctuation between air carriers is related to both their incurred costs and their passenger activity.

Airline Cost per Enplaned Passenger Spokane International Airport

(for the 12 months ending December 31; numbers in thousands except rates)

	<u>Actual 2013</u>	<u>Actual 2014</u>	<u>Estimated 2015</u>	<u>Budget 2016</u>
Passenger Airline Payments				
Passenger Airline Signatory Landing Fees	\$2,617	\$2,390	\$2,780	\$3,362
Terminal Building Rent	4,483	4,638	4,506	5,765
Loading Bridge Fees	131	131	143	143
RON and Airfield Fees	<u>115</u>	<u>131</u>	<u>127</u>	<u>130</u>
Subtotal	\$7,346	\$7,290	\$7,556	\$9,400
Non-Signatory Passenger Landing Fees	<u>144</u>	<u>102</u>	<u>57</u>	<u>75</u>
Total Airline Revenues	\$7,491	\$7,392	\$7,613	\$9,474
 Enplaned Passengers	 <u>1,467</u>	 <u>1,493</u>	 <u>1,558</u>	 <u>1,574</u>
Airline Cost per Enplaned Passenger	\$5.11	\$4.95	\$4.89	\$6.02

Cost per Enplaned Passenger by Airline

Alaska	\$5.50
Allegiant(NS)	7.27
Delta	5.60
Frontier (NS)	4.47
Southwest	5.47
American	9.44
United	9.83
Others	<u>19.09</u>
Average	\$6.02



Section V. Terminal Rent Rate and Landing Fee Calculations

The tables below show the actual calculation of the average terminal rent rate and the airfield landing fee as described in Section IV Rate Making.

Calculation of Terminal Building Rental Rate Spokane International Airport (numbers in thousands except rates)

TERMINAL BUILDING COST	<u>2016</u>
M&O Expenses	\$ 7,535
M&O Reserve Fund Requirement	144
Debt Service	-
Debt Service Coverage	-
Net Depreciation Charges	<u>1,252</u>
Terminal Building Cost	\$ 8,931
Less: Non-Airline Revenues Assoc. W/ Rented Space	
Terminal Concession Revenues	\$ (1,335)
Non-airline Terminal Rentals	(630)
Share of Parking Surplus @ 10%	(902)
Other Terminal Payments	(108)
TSA Security Reimbursement	(288)
Loading Bridge Fees	<u>(143)</u>
Net Terminal Building Cost	\$ 5,525
Weighted Rented Space	113
Average Terminal Building Rental Rate (sfpa)	\$ 48.84

Resulting Airline Rental Rates	<u>2016</u>	<u>2015</u>
Exclusive Use		
Operations Office	\$ 36.63	\$ 43.44
Baggage Office	36.63	47.52
Counter & Queuing	48.84	49.92
Ticket Offices	48.84	49.92
Lower Level Offices	36.63	30.48
Operation Gate Space	48.84	49.92
Maintenance/Cabinets	36.63	28.32
Exclusive Bag Space	36.63	28.32
Hold-room	48.84	49.92
Common Use		
Hold-room	48.84	49.92
TSA SSCP	48.84	49.92
Baggage		
Baggage Screening	36.63	28.32
Baggage Make-Up	36.63	28.32
Baggage Claim	48.84	48.96

Calculation of Landing Fee		
Spokane International Airport		
(for the 12 months ending 12/31; numbers in '000s except rates)		
	Estimated	Budget
	2015	2016
Landing Fee Requirements		
M&O Expenses	\$ 21,628	\$ 22,506
Total SIA Depreciation - Existing Assets	18,288	17,808
Less Grant, PFC and Bond Funded Assets	(13,185)	(12,947)
Future SAB Funded Assets (Net of AIP/PFC)	-	720
Additional Discretionary Cash Flow (if Extension)	-	500
Felts Operating Deficit	-	-
Debt Service		
Debt Service - Outstanding GARBs	2,222	2,226
Debt Service - Future GARBs	-	-
Debt Service - Outstanding Subordinate Lien	468	468
Required Debt Service Coverage	807	808
M&O Reserve Fund	-	<u>429</u>
Subtotal	\$ 30,227	\$ 32,517
Less:		
Airline Terminal Building Rent	(4,506)	(5,765)
Other Airline Revenues	(765)	(768)
Total Nonairline Revenues	<u>(17,974)</u>	<u>(18,353)</u>
Subtotal	\$ 6,982	\$ 7,631
LESS NON-OPERATING REVENUES AVAILABLE FOR DEBT SERVICE		
Interest Income	(300)	(231)
TSA Security Reimbursement	(288)	(288)
Recoverable Air Service Expenses	(50)	(50)
Transaction Fees ("CFC") Allocable to DSC	<u>(2,368)</u>	<u>(2,373)</u>
LANDING FEE REQUIREMENT	\$ 3,976	\$ 4,689
Less Prior Year Carry Over (Surplus)/Deficit	<u>(457)</u>	<u>(265)</u>
NET LANDING FEE REQUIREMENT	\$ 3,519	\$ 4,424
Signatory Landed Weight (millions of lbs.)	1,677	1,694
Signatory Cargo Landed Weight (adjusted for premium)	462	469
Non-Signatory Landed Weight (adjusted)	37	38
Itinerant Landed Weight (adjusted)	<u>28</u>	<u>29</u>
ADJUSTED TOTAL LANDED WEIGHT	2,205	2,229
Signatory Airline Landing Fee Rated (per 1000 lbs)	\$ 1.60	\$ 1.98
Charged Signatory Airline Landing Fee Rate	\$ 1.72	
Charged Signatory Cargo Airline Landing Fee Rate	1.81	2.08
Non-Signatory Landing Fee Rate	1.98	2.28
Itinerant Landing Fee Rate	2.58	2.98



Section VI. Operating Revenues and Expenditures

OPERATING REVENUES

Operating revenues are revenues generated through the daily operations of the Airport. The cost centers outlined earlier, Airfield, Fuel Facility, Parking and Ground Transportation, Other Buildings and Grounds, GEG Terminal, the ABP and Felts Field are broken down here into smaller components for analysis. Other revenue sources are typically Non-operating and are generated from facility charges and interest income.

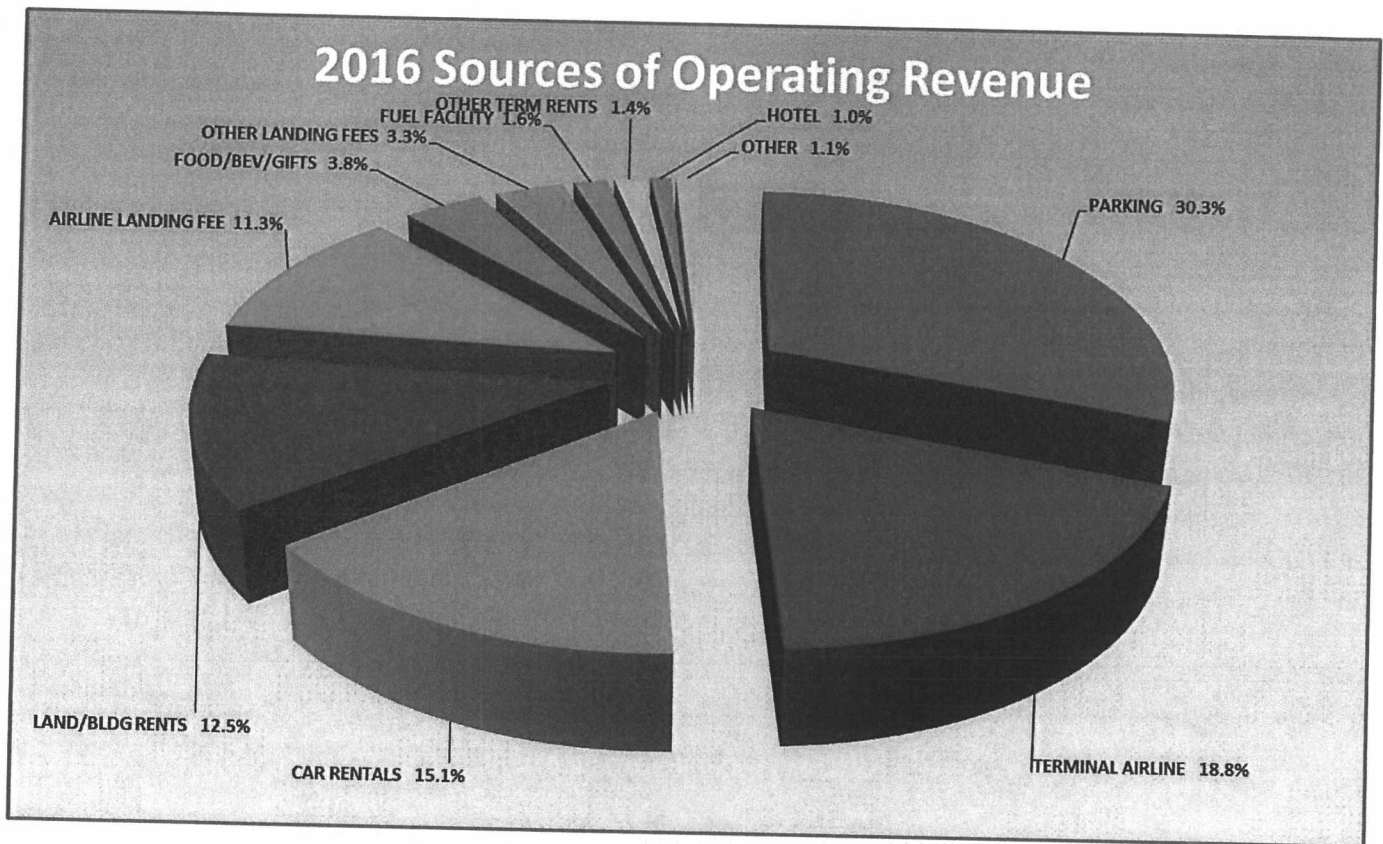
The following table and the chart on the next page shows the main revenue sources for 2015 and 2016.

Highlights:

- **Parking and Ground Transportation** are showing increased revenue based on the recent experience in the parking facilities. Current year revenues are ahead of budget and expect to remain there. New Ground Transportation initiatives were added in the 4th quarter of 2015 with anticipated increase revenue of approximately \$240,000.
- **Terminal Rents and Airline Landing Fees** show anticipated increases due to the refinement of cost tracking and allocations of indirect costs across direct cost centers (see Section IV) as they affect terminal rates and the landing fee rate.

Sources of Operating Revenue								
<i>This table shows general categories of revenues as a percentage of total operating revenues</i>								
<u>Rank</u>	<u>Description</u>	<u>Year End</u>						
		<u>Budgeted</u>	<u>FY 2015 % of</u>	<u>Estimate</u>	<u>FY 2015 % of</u>	<u>Budgeted</u>	<u>FY 2016 % of</u>	
		<u>2015</u>	<u>Total Rev</u>	<u>2015</u>	<u>Total Rev</u>	<u>2016</u>	<u>Total Rev</u>	<u>\$ Change</u> <u>% Change</u>
1	Parking / Landside / GTC	8,832,000	29.8%	9,360,000	32.1%	9,490,000	30.3%	658,000 7.5%
2	Terminal Rent (airline)	5,343,375	18.1%	4,649,115	15.9%	5,907,503	18.8%	564,128 10.6%
3	Car Rentals	4,700,800	15.9%	4,426,112	15.2%	4,719,750	15.1%	18,950 0.4%
4	Commercial Land/Bldg Rents	4,020,126	13.6%	4,016,346	13.8%	3,905,427	12.5%	(114,699) -2.9%
5	Airline Landing Fees	2,981,581	10.1%	2,910,777	10.0%	3,542,915	11.3%	561,334 18.8%
6	Food/Bevs/Gifts	1,176,955	4.0%	1,203,800	4.1%	1,176,955	3.8%	(0) 0.0%
7	Landing Fees (other)	923,264	3.1%	803,537	2.8%	1,022,239	3.3%	98,975 10.7%
8	Fuel Facility	532,830	1.8%	495,319	1.7%	495,319	1.6%	(37,511) -7.0%
9	Terminal Rent (other)	445,164	1.5%	566,590	1.9%	445,164	1.4%	(0) 0.0%
10	Hotel	283,306	1.0%	303,834	1.0%	303,834	1.0%	20,528 7.2%
	Other Revenue	350,015	1.2%	412,673	1.4%	333,763	1.1%	(16,252) -4.6%
	Total Operating Revenues	\$ 29,589,416	100.0%	\$ 29,148,104	100.0%	\$ 31,342,868	100.0%	\$ 1,753,452 5.9%

Note: Estimated combined revenue derived from Air Carriers (2015) = 25.9%; (2016) = 30.2%



OPERATING EXPENSES

Operating expenses are generated through the daily operations of the Airport. Operating expenses are tracked in the direct and indirect cost centers described earlier. Along with the direct cost centers tracking revenue, there are five indirect cost centers in Planning and Engineering, Airport Rescue and Fire Fighting (ARFF), Information Technology, Police and Dispatch along with Airport Administration. The table and chart following this breaks down expenses into smaller components for analysis.

Highlights:

- **Personnel Compensation and Benefits (PCB)** is the largest area of expense totalling just over 36% of operating expenses. The increase of 5% over the prior year is related to increases in benefits mandated by the state retirement system, medical increases, staff increases and modest increases in wages.
- **Facilities maintenance** is the second largest expense at approximately 24% of operating expenses. The Airport is an older facility, although much has been accomplished in improvements, and demands attention. Late in 2015 and continuing into 2016, older buildings will be retired and demolition costs are included in the increase over the prior year.

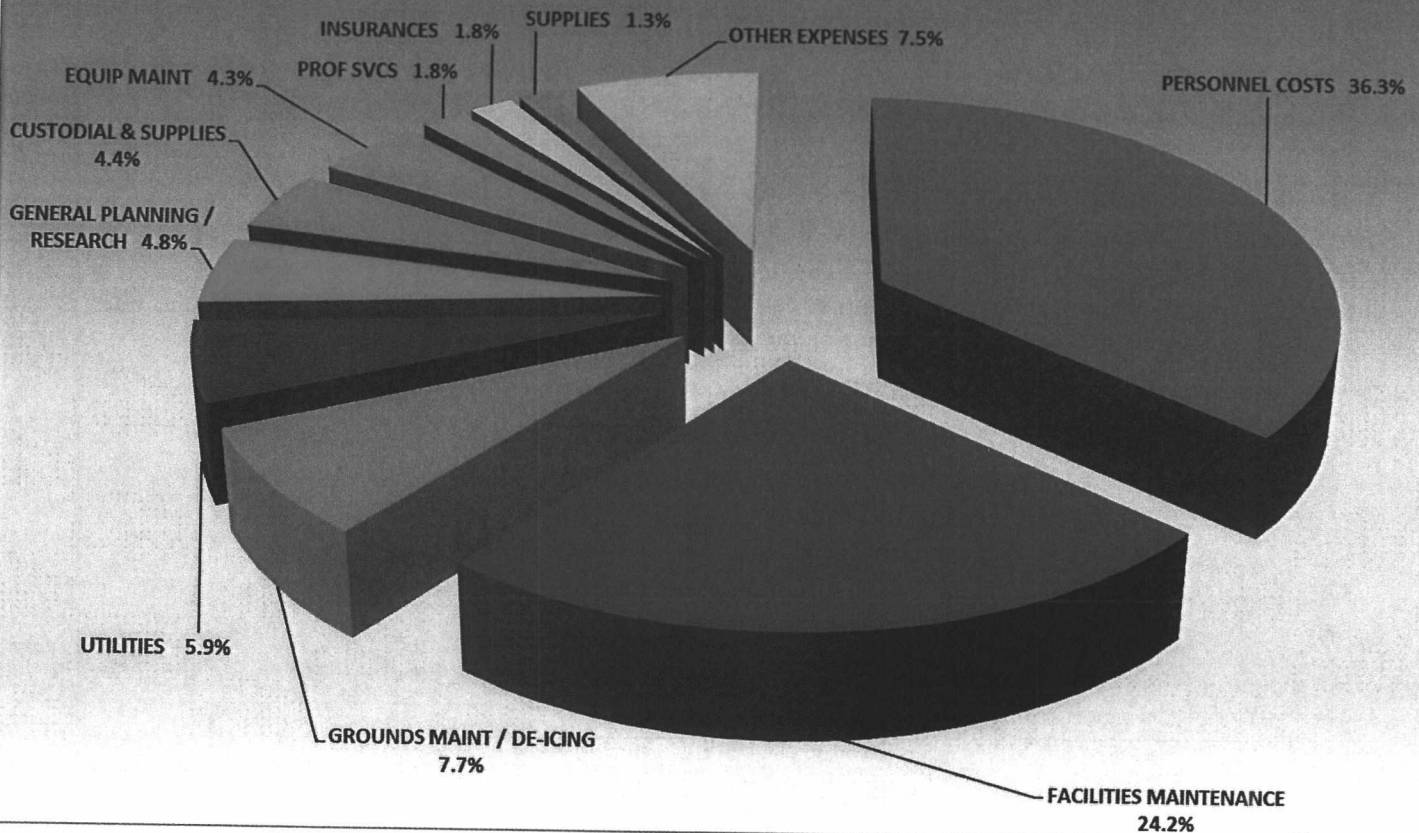
Operating Expenditures by Rank

This table shows general categories of expenses as a percentage of total operating expenses

Rank	Description	Year End							
		Budgeted	FY 2015 % of	Estimate	FY 2015 % of	Budgeted	FY 2016 % of	\$ Change	% Change
		2015	Total Exp	2015	Total Exp	2016	Total Exp		
1	Personnel (Incl taxes/benefits)	10,738,268	36.5%	10,168,863	35.5%	11,271,765	36.3%	533,497	5.0%
2	Facilities, Hangars, Bldgs, LHM Maintenance	6,638,271	22.6%	7,576,619	26.5%	7,514,059	24.2%	875,788	13.2%
3	Grounds Maintenance/De-icing	2,495,600	8.5%	2,075,454	7.3%	2,381,353	7.7%	(114,247)	-4.6%
4	Utilities (Power/Nat. Gas/Water/Sewer)	1,698,707	5.8%	1,707,275	6.0%	1,826,100	5.9%	127,393	7.5%
5	Research/Planning/Engineering	1,807,000	6.1%	1,298,097	4.5%	1,505,500	4.8%	(301,500)	-16.7%
6	Custodial Services & Supplies	1,373,750	4.7%	1,356,859	4.7%	1,379,900	4.4%	6,150	0.4%
7	Equipment Maintenance	1,381,125	4.7%	1,211,850	4.2%	1,335,935	4.3%	(45,190)	-3.3%
8	Insurances	559,060	1.9%	532,581	1.9%	562,100	1.8%	3,040	0.5%
9	Supplies	501,510	1.7%	457,534	1.6%	550,000	1.8%	48,490	9.7%
10	Professional Services (Legal/Audit)	505,000	1.7%	390,000	1.4%	415,000	1.3%	(90,000)	-17.8%
	Other Operating Expenses	1,736,706	5.9%	1,841,700	6.4%	2,328,447	7.5%	591,741	34.1%
	Total Operating Expenses	\$ 29,434,996	100.0%	\$ 28,616,832	100.0%	\$ 31,070,159	100.0%	\$ 1,635,163	5.6%

Note: reclassifications have been made to prior years to conform with 2016 presentation and some totals or % may not add exactly due to rounding

2016 Operating Expenses By %





Section VII. Capital Improvement Program

The Capital Improvement Program (CIP) is developed from the Master Plan and is updated annually. The purpose of the CIP process is to evaluate, prioritize, and coordinate proposed projects for, ideally, a five-year period. Projects that may require FAA funding in the future are updated with the FAA annually. The projects developed through the planning process may not only require the use of Federal funding, but also State grants, Passenger Facility Charges (PFCs) and cash generated by operation of the Airport.

The primary goal of the CIP is the development of a detailed capital budget for the current fiscal year and a plan for capital development during the four subsequent years. By updating and approving the CIP, a strategy and schedule is set for budgeting and constructing facilities at SIA, ABP, and Felts Field.

The table below shows a summary of projects by department for 2015-2016.

2015- 2016 CAPITAL IMPROVEMENT PROGRAM

	Projected 2015	2016 Budget
SPOKANE INTERNATIONAL AIRPORT		
Parking / Ground Transportation	\$ 4,073,005	\$ 3,900,000
Airfield	10,792,323	2,888,222
Fuel Facility	1,745,000	-
Other Buildings & Grounds	173,578	-
Terminal	745,298	2,560,000
ARFF	-	14,800
I.T.	245,000	5,975,000
Police / Security	75,000	<u>5,325,000</u>
Admin	<u>384,165</u>	
Sub-Total	<u>\$18,233,369</u>	<u>\$20,663,022</u>
AIRPORT BUSINESS PARK	<u>\$ 308,510</u>	<u>\$ 250,000</u>
FELTS FIELD		
Airfield	\$ 713,638	\$ 3,400,000
Other Buildings / Grounds	100,000	75,000
Terminal	<u>84,416</u>	<u>50,000</u>
Sub-Total	<u>898,054</u>	<u>3,525,000</u>
TOTAL CAPITAL IMPROVEMENTS	<u>19,439,933</u>	<u>\$24,438,022</u>



Section VIII. Debt Service

The Airport has covenants to maintain a bond debt service coverage ratio of not less than 1.3, which it has successfully maintained. The Airport currently maintains A+ Standard & Poor's, A+ Fitch, and A-2 Moody's ratings. The calculation from 2014, and forecasts for 2015 and 2016, based on information contained in this presentation, is shown below.

Debt Service Coverage (DSC) - Existing Residual Spokane International Airport (for the 12 months ending December 31; numbers in thousands)			
	Actual 2014	Estimated 2015	Budget 2016
Revenues	\$29,410	\$31,027	\$33,511
Less: M&O Expenses	(20,974)	(22,359)	(23,349)
Net Revenues [A]	\$ 8,436	\$ 8,668	\$10,162
Senior Lien Debt Service [B]	\$ 3,283	\$ 2,222	\$ 2,226
Subordinate Lien Debt Service	108	468	468
Total Debt Service [C]	\$ 3,391	\$ 2,690	\$ 2,694
DSC - Senior Bonds [A / B]	2.57	3.90	4.56
DSC - Senior & Sub [A / C]	2.49	3.22	3.77
DSC Requirement	1.30	1.30	1.30

Section IX. Benchmark Table of Other Airports

The table on the following page compares Spokane International Airport's various statistics with airports of similar size along with those airports that are direct connections. Comparing statistics from one airport to another can be problematic as each airport operates under differing conditions and corporate formation. Spokane's Landing Fee (LF) and Cost per Enplanement (CPE) numbers show the year 2014 along with expected 2015 and 2016 calculations for comparison purposes only.



Section IX. Benchmark Table of Other Airports

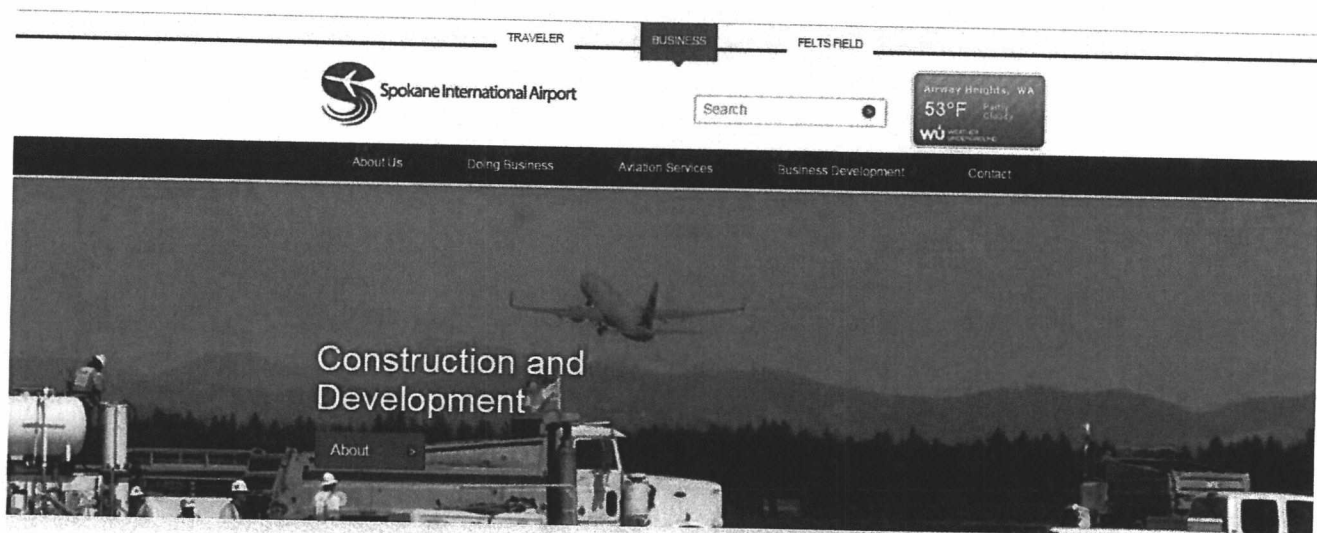
SIMILAR SIZE AIRPORTS	2014 Enplanements	2014 Operations	2014 LF	2014 Debt / Pax	2014 CPE	2014 FTE
GERALD FORD (Grand Rapids)	1,171,795	75,128	2.84	147.67	9.79	101
ROCHESTER	1,189,396	86,543	3.76	46.85	11.29	101
ALBANY	1,230,376	61,292	3.06	85.38	7.22	213
BIRMINGHAM	1,307,885	37,306	5.06	153.97	12.05	141
TULSA	1,345,211	96,117	2.79	126.74	7.88	159
BOISE	1,347,989	125,412	1.60	26.06	4.62	98
EL PASO	1,384,263	93,396	1.59	42.36	5.88	227
LONG BEACH	1,433,273	325,527	3.92	80.34	8.60	120
SPOKANE	1,493,226	119,290	1.52 / 1.72 / 1.98	11.74	5.24 / 4.89 / 6.02	121
NORFOLK	1,537,557	79,523	3.50	38.32	7.54	201
TUCSON	1,621,231	139,420	1.34	34.50	7.94	243
RICHMOND	1,633,000	96,000	1.26	84.25	5.95	161
RENO/TAHOE	1,658,187	34,687	2.80	24.72	8.36	253
LOUISVILLE	1,679,166	148,369	1.44	148.37	6.65	242
TED GREEN (Providence)	1,846,176	75,230	4.80	181.72	11.77	146
WILL ROGERS (OKC)	1,847,283	190,132	2.85	65.29	5.84	118
BURBANK	1,907,693	123,952	0.97	69.12	2.40	150
DESTINATION AIRPORTS (All Large Hubs)						
PORTLAND	7,762,027	209,103	3.63	79.72	11.18	359
SALT LAKE CITY	10,294,694	354,608	2.12	-	4.04	521
CHICAGO MIDWAY	10,607,996	249,252	3.38	151.60	7.81	199
MINNEAPOLIS-ST PAUL	17,532,806	412,586	2.65	76.88	6.60	573
SEATTLE-TACOMA	18,716,778	340,478	3.32	125.71	11.43	863
PHOENIX SKY HARBOR	20,518,748	432,091	1.95	74.27	6.10	833
MC CARRAN (LV)	21,224,639	522,571	2.39	206.12	11.90	1,340
DENVER	26,736,684	575,161	4.86	160.92	13.92	1,170
LOS ANGELES	34,328,304	618,154	4.33	114.33	13.59	3,235
CHICAGO OHARE	34,952,762	881,933	-	220.48	16.24	1,342
ATLANTA	47,318,755	888,014	0.82	65.56	3.36	1,131



Section X. Budget Summaries by Cost Center



Spokane Airport Board Consolidated Summary Spokane International Operations Summary Business Park Operations Summary Felts Field Operations Summary Capital Improvement Program



SPOKANE AIRPORT BOARD

2016 BUDGET SUMMARY

Note: reclassifications have been made to prior years to conform with 2016 presentation
and some totals or % may not add exactly due to rounding

	<u>2014 Actual</u>	<u>2015 Budget</u>	<u>Projected 2015 Yr End</u>	<u>2016 Budget</u>	<u>% Change 16 vs 15</u>
Operations Revenues					
Spokane International	\$ 26,065,448	\$ 27,437,653	\$ 26,912,490	\$ 29,311,032	
Airport Business Park	1,502,937	1,485,507	1,516,136	1,363,517	
Felts Field	680,242	666,256	719,478	668,319	
	<u>28,248,628</u>	<u>29,589,416</u>	<u>29,148,104</u>	<u>31,342,868</u>	5.9%
Other Sources					
Spokane International	2,629,822	2,830,324	2,845,345	2,910,753	
Airport Business Park	(72,985)	(37,198)	(68,171)	(63,158)	
Felts Field	5,206	-	4,762	4,762	
	<u>2,562,043</u>	<u>2,793,126</u>	<u>2,781,936</u>	<u>2,852,357</u>	
Total Operations / Other Sources	<u>\$ 30,810,671</u>	<u>\$ 32,382,542</u>	<u>\$ 31,930,040</u>	<u>\$ 34,195,225</u>	5.6%
Operations Expenditures					
Spokane International	\$ 20,620,681	\$ 23,006,716	\$ 21,544,402	\$ 23,619,234	
Airport Business Park	663,651	895,583	940,795	921,762	
Felts Field	710,076	617,778	507,700	600,300	
	<u>21,994,409</u>	<u>24,520,077</u>	<u>22,992,897</u>	<u>25,141,296</u>	2.5%
Debt Service					
Spokane International	2,912,096	3,362,386	3,362,386	2,413,813	
Airport Business Park	120,000	125,000	125,000	130,000	
Felts Field	-	-	-	-	
	<u>3,032,096</u>	<u>3,487,386</u>	<u>3,487,386</u>	<u>2,543,813</u>	
Operations Expenditures	<u>25,026,504</u>	<u>28,007,463</u>	<u>26,480,282</u>	<u>27,685,109</u>	-1.2%
Non-Cash Depreciation					
Spokane International	4,033,222	4,074,716	4,687,621	4,997,768	
Airport Business Park	424,462	410,583	426,843	395,776	
Felts Field	218,066	235,662	509,472	535,318	
	<u>4,675,750</u>	<u>4,720,961</u>	<u>5,623,935</u>	<u>5,928,863</u>	
Total Operations/ Other Expenditures	<u>\$ 29,702,254</u>	<u>\$ 32,728,423</u>	<u>\$ 32,104,218</u>	<u>\$ 33,613,971</u>	2.7%
Capital Sources					
Spokane International	29,098,123	29,178,351	18,407,547	20,081,768	
Airport Business Park	646,302	350,000	308,510	250,000	
Felts Field	4,335,201	5,600,000	898,054	3,525,000	
	<u>\$ 34,079,626</u>	<u>\$ 35,128,351</u>	<u>\$ 19,614,111</u>	<u>\$ 23,856,768</u>	-32.1%
Capital Expenditures					
Spokane International	30,774,266	28,832,470	18,233,369	20,663,022	
Airport Business Park	118,455	350,000	308,510	250,000	
Felts Field	3,186,905	5,600,000	898,054	3,525,000	
	<u>\$ 34,079,626</u>	<u>\$ 34,782,470</u>	<u>\$ 19,439,933</u>	<u>\$ 24,438,022</u>	-29.7%
Consolidated Sources	<u>\$ 64,890,297</u>	<u>\$ 67,510,893</u>	<u>\$ 51,544,151</u>	<u>\$ 58,051,993</u>	-14.0%
Consolidated Expenditures	<u>\$ 63,781,880</u>	<u>\$ 67,510,893</u>	<u>\$ 51,544,151</u>	<u>\$ 58,051,993</u>	-14.0%

SPOKANE INTERNATIONAL AIRPORT

2016 OPERATIONS BUDGET SUMMARY

*Note: reclassifications have been made to prior years to conform with 2016 presentation
and some totals or % may not add exactly due to rounding*

	<u>2014 Actual</u>	<u>2015 Budget</u>	<u>Projected 2015 Yr End</u>	<u>2016 Budget</u>	<u>% Change 16 vs. 15</u>
Operations Revenues					
Landside / Parking / GTC	\$ 8,617,186	\$ 8,832,000	\$ 9,360,000	\$ 9,490,000	
Airfield	3,375,823	3,894,045	3,692,171	4,554,354	
Fuel Facility	556,190	532,830	495,319	495,319	
Other Buildings & Grounds	2,661,812	2,808,439	2,736,809	2,851,970	
Terminal	10,760,522	11,246,339	10,496,430	11,810,467	
Other Revenues	93,915	124,000	131,762	108,923	
Total Operations Revenue	<u>\$ 26,065,448</u>	<u>\$ 27,437,653</u>	<u>\$ 26,912,490</u>	<u>\$ 29,311,032</u>	6.8%
Operations Expenditures					
Landside / Parking / GTC	2,569,237	3,026,770	2,790,107	3,421,027	
Airfield & Operations	4,951,250	5,320,774	5,248,485	5,194,929	
Fuel Facility	292,734	396,735	296,168	361,500	
Other Buildings & Grounds	749,796	778,292	915,650	918,789	
Terminal	4,059,462	4,156,688	3,940,166	4,275,500	
Other Indirect Centers					
Engineering	536,025	670,568	386,015	625,487	
Fire	1,928,305	2,261,410	2,623,828	2,229,194	
Information Technology	373,553	562,711	434,428	571,574	
Police	1,278,300	1,385,678	1,243,910	1,513,500	
Communication	424,741	475,200	344,110	491,875	
General Administration	3,457,277	3,971,890	3,321,534	4,015,859	
Sub-Total Operations Expenditures	<u>20,620,681</u>	<u>23,006,716</u>	<u>21,544,402</u>	<u>23,619,234</u>	2.7%
Revenues over Expenditures pre Deprec	<u>\$ 5,444,767</u>	<u>\$ 4,430,937</u>	<u>\$ 5,368,089</u>	<u>\$ 5,691,798</u>	
Gross Depreciation	<u>(16,290,672)</u>	<u>(16,535,701)</u>	<u>(17,872,262)</u>	<u>(18,945,161)</u>	
Credit for Funded Assets	<u>12,257,451</u>	<u>12,460,984</u>	<u>13,184,641</u>	<u>13,947,393</u>	
Net Depreciation	<u>(4,033,222)</u>	<u>(4,074,716)</u>	<u>(4,687,621)</u>	<u>(4,997,768)</u>	
Operations Revenues over Expenditures	<u>\$ 1,411,545</u>	<u>\$ 356,221</u>	<u>\$ 680,468</u>	<u>\$ 694,030</u>	
Other Sources Available / (Used)					
Interest Income	283,188	300,000	231,154	300,000	
Transaction Fees ("CFC")	2,738,340	2,912,745	2,977,788	3,013,174	
Debt Interest	(391,706)	(382,421)	(363,597)	(402,421)	
Other Revenue / (Expense)	-	-	-	-	
Total Other Sources Available	<u>2,629,822</u>	<u>2,830,324</u>	<u>2,845,345</u>	<u>2,910,753</u>	2.8%
Available for Debt / Projects / Reserves	<u>4,041,367</u>	<u>3,186,545</u>	<u>3,525,813</u>	<u>3,604,783</u>	13.1%
Total Debt Principal	<u>(2,912,096)</u>	<u>(3,362,386)</u>	<u>(3,362,386)</u>	<u>(2,413,813)</u>	
Sources over (Expenditures)	<u>\$ 1,129,272</u>	<u>\$ (175,841)</u>	<u>\$ 163,427</u>	<u>\$ 1,190,970</u>	

AIRPORT BUSINESS PARK

2016 OPERATIONS BUDGET SUMMARY

*Note: reclassifications have been made to prior years to conform with 2016 presentation
and some totals or % may not add exactly due to rounding*

	<u>2014 Actual</u>	<u>2015 Budget</u>	<u>Projected 2015 Yr End</u>	<u>2016 Budget</u>	<u>% Change 16 vs. 15</u>
Operating Revenues					
Building / Office Leases	\$ 1,233,654	\$ 1,227,415	\$ 1,252,309	\$ 1,103,500	
Land Leases	237,144	236,612	238,537	238,537	
Miscellaneous	32,139	21,480	25,290	21,480	
Total Operating Revenues	\$1,502,937	\$1,485,507	\$1,516,136	\$1,363,517	-8.2%
Operating Expenses					
Buildings	\$311,115	\$494,882	\$625,768	\$572,200	
Grounds	112,920	140,000	121,750	132,000	
General Administration	239,617	260,701	193,277	217,562	
Total Operating Expenses	663,651	895,583	940,795	921,762	2.9%
Revenues over Expenses (Pre Deprec)	\$ 839,286	\$ 589,924	\$ 575,341	\$ 441,755	
Depreciation	(424,462)	(410,583)	(426,843)	(395,776)	
Operating Revenue over (Expense)	\$ 414,824	\$ 179,341	\$ 148,498	\$ 45,978	
Other Sources Available / Used					
Interest Income	14,168	10,000	11,949	10,000	
Interest Expense	(100,029)	(100,541)	(94,397)	(87,434)	
Other Non-Operating Income	12,876	-	14,276	14,276	
Total Other Sources Available	(72,985)	(90,541)	(68,171)	(63,158)	
Available for Debt / Projects / Reserves	341,839	88,801	80,327	(17,179)	
Total Debt Principal	(120,000)	(125,000)	(125,000)	(130,000)	
Sources over Expenditures incl Deprec	\$ 221,839	\$ (36,199)	\$ (44,673)	\$ (147,179)	

<u>1.25 Debt Service Coverage Required</u>				
Cash Available for Debt Service	\$766,302	\$499,384	\$507,170	\$378,597
Debt Principal	<u>\$120,000</u>	<u>\$125,000</u>	<u>\$125,000</u>	<u>\$130,000</u>
Debt Service Ratio	6.39	4.00	4.06	2.91

FELTS FIELD

2016 OPERATIONS BUDGET SUMMARY

*Note: reclassifications have been made to prior years to conform with 2016 presentation
and some totals or % may not add exactly due to rounding*

	<u>2014 Actual</u>	<u>2015 Budget</u>	<u>Projected 2015 Yr End</u>	<u>2016 Budget</u>	<u>% Change 16 vs. 15</u>
Operating Revenues					
Airfield	\$ 35,771	\$ 33,800	\$ 41,688	\$ 33,800	
Hangars/ Bldgs / Land	504,843	604,316	650,394	607,554	
Terminal	125,490	26,605	27,036	26,605	
Miscellaneous	14,138	1,535	360	360	
Total Revenues	\$ 680,242	\$ 666,256	\$ 719,478	\$ 668,319	0.3%
Operating Expenses					
Airfield	\$ 193,700	\$ 205,000	\$ 159,150	\$ 202,500	
Hangars/ Bldgs / Land	96,690	90,300	76,100	80,750	
Terminal	54,764	92,850	62,050	86,700	
General Admin	364,922	229,628	210,400	230,350	
Total Expenses	710,076	617,778	507,700	600,300	-2.8%
Expenses over Revenues Pre Deprec	(29,834)	48,478	211,778	68,019	
Depreciation	(648,920)	(791,465)	(956,590)	(982,436)	
Credit for Funded Assets	430,854	555,803	447,118	447,118	
Net Depreciation	(218,066)	(235,662)	(509,472)	(535,318)	
Expenses over Revenue incl Deprec	\$ (247,901)	\$ (187,184)	\$ (297,694)	\$ (467,300)	
Other Sources Available					
Interest Income	5,206	-	4,762	4,762	
Provision for Gain / (Loss)	-	-	-	-	
Available for Debt / Projects / Reserves	5,206	-	4,762	4,762	
Expenditures over Sources	\$ (242,694)	\$ (187,184)	\$ (292,932)	\$ (462,537)	

SPOKANE AIRPORT BOARD

2016 CAPITAL SUMMARY

Note: reclassifications have been made to prior years to conform with 2016 presentation and some totals or % may not add exactly due to rounding

SPOKANE INTERNATIONAL AIRPORT

	2014 Actual	2015 Budget	Projected 2015 Yr End	2016 Budget
SOURCES OF FUNDS				
Federal & AIP Grants	15,671,525	8,367,722	8,362,965	2,000,000
Other Federal Grants / Funds	74,310	6,000,000	-	5,600,000
State Grants	1,473	-	50,000	-
Current PFC Collections and Interest	5,721,871	5,799,011	360,298	7,600,000
Funds From Operations & Unrestricted Cash	7,628,944	9,011,618	9,634,284	4,881,768
	29,098,123	29,178,351	18,407,547	20,081,768

EXPENDITURE OF FUNDS

Landside / Parking / Ground Transportation	3,876,454	4,245,000	4,073,005	3,900,000
Airfield	15,648,439	10,427,469	10,792,323	2,888,222
Fuel Facility	58,128	1,700,000	1,745,000	-
Other Buildings & Grounds	1,847,634	1,850,000	173,578	-
Terminal	2,283,368	7,200,000	745,298	2,560,000
ARFF	6,935,845	875,000	-	14,800
I.T.	-	2,035,000	245,000	5,975,000
Police / Security	124,398	-	75,000	5,325,000
Admin	-	500,000	384,165	-
Total Expenditures	30,774,266	28,832,469	18,233,369	20,663,022
	1,676,143	(345,882)	(174,178)	581,254

AIRPORT BUSINESS PARK

	2014 Actual	2015 Budget	Projected 2015 Yr End	2016 Budget
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SOURCES OF FUNDS

Funds From Operations & Unrestricted Cash	646,302	350,000	308,510	250,000
Total Sources	646,302	350,000	308,510	250,000

EXPENDITURE OF FUNDS

Total Capital Projects	118,455	350,000	308,510	250,000
Total Expenditures	118,455	350,000	308,510	250,000
Note: Cumulative Cash Reserves at year end =	3,079,587	3,190,083	3,079,587	3,079,587

FELTS FIELD

	2014 Actual	2015 Budget	Projected 2015 Yr End	2016 Budget
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SOURCES OF FUNDS

Federal & AIP Grants	4,359,829	1,100,000	193,779	2,500,000
Funds From Operations & Unrestricted Cash	(24,628)	4,500,000	704,275	1,025,000
Total Sources	4,335,201	5,600,000	898,054	3,525,000

EXPENDITURE OF FUNDS

Airfield	2,622,434	4,900,000	713,638	3,400,000
Other Buildings / Grounds	119,232	100,000	100,000	75,000
Terminal	439,909	600,000	84,416	50,000
Other	5,330	-	-	-
Total Expenditures	3,186,905	5,600,000	898,054	3,525,000
Note: Cumulative amount due (to) / from SIA & ABP =	(2,457,080)	(7,163,646)	(3,161,355)	(4,186,355)

Note: The expenditures noted above do not necessarily represent specific projects, rather a variety of projects in a category that will be individually vetted by the Airport Board through the Committee process prior to authorization of expending of funds.



XI. Selected 2016 Rates & Charges List

Space rates shown on a square foot per annum basis
Other rates on a monthly basis unless noted otherwise
(This list is not meant to be all inclusive.)

Spokane International Airport	Signatory	Cargo Exempt*	w/ Use Agreement	Itinerant
Airline Ticket Counters	48.84			
Airline Ticket Office (ATO)	48.84			
Queuing Areas	48.84			
Instant Travel Machines	48.84			
Concourse Hold Areas	48.84			
Baggage Claim	48.84			
Baggage Service (BOS)	36.63			
Upper Concourse Office	36.63			
Ops Office	36.63			
Communications Office	36.63			
Baggage Make-Up	36.63			
Baggage Delivery	36.63			
Lower Concourse Office	36.63			
Storage Room	36.63			
Maintenance Office	36.63			
Baggage Cabinet	36.63			
Triturator Building	36.63			
Loading Bridge	1,800.00			
Aircraft Parking	450.00			
Boarding Walkway	10.80			
Ramp GSE Storage	3.96			
Glycol Pad	3.96			
Outside Storage	0.72			
Landing Fee / 1,000 lbs	1.98	2.08	2.28	2.97
Non Lease Loading Bridge / use	325.00		325.00	325.00
(Includes NON Leased Loading Bridge, Concourse holding area, baggage claim)				
Non Lease Aircraft Parking / day	100.00		125.00	150.00
Fuel Flowage Fee per Gallon	0.040		0.050	0.065

Use Agreement / month	
SIA	90.00
Felts Field	35.00

Spokane International General Aviation	
Non Lease Aircraft Parking / day	
Single Engine Aircraft	25.00
Multi Engine / Small Jet	35.00
RJ or Greater	50.00

*Cargo Exempt: Cargo Carriers with on-airfield ramp and operation facilities



XI. Selected 2016 Rates & Charges List

Space rates shown on a square foot per annum basis
Other rates on a monthly basis unless noted otherwise
(This list is not meant to be all inclusive.)

Miscellaneous Items (incl WSST)	
Security Badge Only	15.00
Badge Renewal or Fingerprinting	35.00
New Badge & Fingerprinting	50.00
Telephone Line	12.00
Fitness Center / month	16.31
Concourse C Conf room / 4 hrs	25.00
Main Terminal Conf room / 4 hrs	25.00
Room Setup (if necessary)	25.00
Irv Reed Conference Center / day	175.00
Trip Fee / Use (GTC)	0.50

Parking / Loading Bridge / Hold Area		
# Psgrs	Use Agreement	Itinerant
1-30	114.00	114.00
31-80	228.00	228.00
81+	325.00	325.00
Ticketing Rates		
# Psgrs	Use Agreement	Itinerant
1-30	48.00	48.00
31-80	95.00	95.00
81+	135.00	135.00

ALL VEHICLE PARKING INCLUDES WA STATE SALES TAX					
Parking (Sales Tax Included)	Covered	Outside	Conc		
Length of Stay	Garage	Surface	C-Lot	Shuttle	Meter
0 - 1 HR	2.00	2.00	2.00	2.00	2.00
1 - 2 HRS	4.00	4.00	4.00	4.00	
2 - 3 HRS	6.00	6.00	6.00		
3 - 4 HRS	8.00	8.00	7.50		
4+ HRS	10.00				
DAILY MAX.	10.00	8.00	7.50	4.00	

Tenant Employee Lots / mo	20.00
Tenant Employee Surface Lot / mo	30.00
Garage Employee Parking / mo	70.00
Commuter Surface Lot / mo	40.00
Commuter Garage / mo	80.00
Passport / mo	200.00
Vendor Parking / veh / year	50.00

ALL VEHICLE PARKING INCLUDES WSST

FELTS FIELD RATES	
Landing Fee / 1000 lbs	1.88
Non Lease Aircraft / day	25.00
T-Hangar / mo	230.00
Tie-Down / mo	30.00
Fuel Flowage per Gallon	0.065

Mini Warehouse Rates	
All Units Due in Advance	
Monthly	56.00
Quarterly	144.00

"Force" Account Rates	
Subject to Adjustment	
Materials	Cost + 10%
Labor	\$54.25 / hr

Spokane Airports 2016 Budget

Spokane International Airport / Airport Business Park/ Felts Field

TRAVELER

BUSINESS

FELTS FIELD



Spokane International Airport

Search

Airway Heights, WA

53°F

Partly Cloudy

WU

Flight Info

Terminal

Parking and Transportation

Hotels

Area Attractions

Contact

Spokane International Airport

Terminal Info

ARRIVALS

Flight	From	Status	Sched	Updated
AS2070	Blaine, ID	Arrived	6:29 AM	6:32 AM
WN1368	Blaine, ID	Arrived	7:05 AM	6:11 AM
AS2372	Seattle, WA	Departed	7:57 AM	7:59 AM
DL4756	Seattle, WA	Scheduled	8:44 AM	8:27 AM
AS2302	Portland, OR	Scheduled	9:27 AM	9:27 AM
DL9255	Portland, OR	Scheduled	9:27 AM	9:27 AM
AS2378	Seattle, WA	Scheduled	9:58 AM	9:58 AM
AS2234	Seattle, WA	Scheduled	10:18 AM	10:18 AM
AA7551	Portland, OR	Scheduled	11:05 AM	11:05 AM

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DEPARTURES

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P Great Parking
Rate

New Pay
Stations

Pre Check

Twice Daily

TRAVELER

BUSINESS

FELTS FIELD



Search

Airway Heights, WA

53°F

Partly Cloudy

WU

About

Airport Data

Airline Services

At Felts Field

Contact

Welcome to Felts Field

About

At Felts Field



Spokane Turbine Center





Agenda Sheet for City Council Meeting of:
11/09/2015

Date Rec'd	10/27/2015
Clerk's File #	OPR 2014-0871
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHUCK 625-6524	Project #	
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG	Bid #	4064-14
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4490 - WASTE TO ENERGY PURCHASE OF HIGH CALCIUM QUICKLIME		

Agenda Wording

Extension of Value Blanket with Graymont Western US Inc. (Salt Lake City, UT) for High Calcium Quicklime - \$1,500,060.00 including sales tax.

Summary (Background)

On October 27, 2014, sealed bids were opened to provide the City of Spokane waste to energy facility with High Calcium Quicklime. A slurry of High Calcium Quicklime is injected into the flue to remove hydrochloric acid and SO₂, and to reduce the flue gas temperature. The request for bids allowed for 1 year with 4 additional 1-year extensions, not to exceed 5 years. This is the first of those extensions.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 1,500,060.00	#	4490-44100-37148-53203
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PWC 10/26/15
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	ttauscher@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>	WAHL, CONNIE		

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
October 26, 2015

Subject

Value Blanket with Graymont Western US, Inc., Salt Lake City, for purchase of High Calcium Quicklime for the waste to energy. The 2016 price reflects an increase of \$10 per ton (4.5%), for an annual total of \$1,500,060.00, including taxes.

Background

On October 27, 2014, sealed bids were opened in response to RFB #4064-14 to provide the waste to energy with High Calcium Quicklime. The High Calcium Quicklime is used to reduce acid in the flue gasses. Water is added to the powdered lime to create a slurry which is injected into the flue to remove hydrochloric acid and SO₂ to comply with environmental regulations. The slurry also helps to cool the flue gasses to the correct emission temperature.

The original request for bids allowed for 1 year, with 4 additional 1-year extensions. This is the first of those extensions.

Impact

Uninterrupted deliveries of High Calcium Quicklime will allow the wte to continue to operate.

Action

Recommend approval.

Funding

Funding for this purchase is included in the 2016 operating budget.



Agenda Sheet for City Council Meeting of:
11/09/2015

Date Rec'd	10/27/2015
Clerk's File #	OPR 2015-0022
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHUCK 625-6524	Project #	
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG	Bid #	RFP 4071-14
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4490 - EXTENSION OF CONTRACT WITH AMERICAN RECYCLING CORPORATION		

Agenda Wording

Contract extension and amendment with American Recycling Corporation for recycling of metals collected from the WTE Facility ash and scrap metals from the floor and WTE Facility recycling area. Estimated revenue \$500,000.

Summary (Background)

Metals are removed from the ash prior to disposal, accepted from the public in the WTE Facility recycling area, and removed from the tipping floor where possible, to reduce the ash disposal cost, increase recycling, and generate revenue. The City entered into a contract with American Recycling Corporation in response to RFP#4071-14 for recycling of those metals. The contract was for one year, with 2 additional 1-year extensions. This is the first of those extensions.

Fiscal Impact		Budget Account	
Revenue	\$ 500,000.00	#	various
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PWC 10/26/15
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	
<u>Finance</u>	SALSTROM, JOHN	Distribution List	
<u>Legal</u>	WHALEY, HUNT	ttauscher@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jsalstrom@spokanecity.org	
Additional Approvals			
<u>Purchasing</u>	WAHL, CONNIE		

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
October 26, 2015

Subject

Contract extension with American Recycling Corporation for recycling of metals collected from the WTE Facility ash and scrap metals from the tipping floor. Estimated revenue \$500,000.00.

Background

Metals are removed from the ash prior to disposal to reduce the disposal cost, increase recycling, and generate revenue.

The City entered into a contract with American Recycling Corporation in response to the City's RFP #4071-14. That contract was for one year, with 2 additional 1-year extensions. This is the first of those extensions.

Impact

Recycling of the metals from the ash and the tipping floor generates approximately \$500,000.00 in revenue annually, subject to market changes.

Action

Recommend approval.

Funding

This is a revenue contract.

CONTRACT AMENDMENT/EXTENSION #1

THIS CONTRACT AMENDMENT/EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and AMERICAN RECYCLING CORPORATION, whose address is 6203 East Mission Avenue, Spokane Valley, Washington 99212, as "Company".

WHEREAS, the parties entered into a Contract wherein the City agreed to provide the Company with POST COMBUSTION RECOVERED METALS, RECOVERED METALS FROM THE TIPPING FLOOR AND RECOVERED METALS FROM THE RECYCLING AREA OF THE CITY'S WASTE TO ENERGY (WTE) FACILITY, WHICH INCLUDES THE COMPANY'S PROCESS, TRANSPORT AND PURCHASE OF WTE FERROUS METALS in accordance with the Company's response to the City's RFP # 4071-14, dated November 5, 2014; and

WHEREAS, the City desires to modify the Termination section of the Contract for possible beneficial ash re-use at the WTE Facility; and

WHEREAS, the parties would like to extend this Contract for the first (1st) of two (2) possible Extensions.

-- Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The Contract dated March 4, 2015, 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 Amendment shall become effective December 31, 2015.
3. EXTENSION. The contract documents are hereby extended and shall run through December 31, 2016.
4. AMENDMENT. Section 5 of the contract documents is amended to read as follows:
 5. TERMINATION. Either party may terminate this Agreement, with cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date. If the City pursues a

beneficial WTE Facility ash re-use program, the City reserves the right to terminate this Contract and the Services provided for herein without cause, by providing the Company thirty (30) days' notice of such intent to terminate without cause.

5. COMPENSATION. The City estimates approximately FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) as annual revenue from the Company for the RECOVERED METALS provided for under this Agreement. There will be no costs to the City for Company's performance of the services related to this Agreement. The Company shall pay for all its employees and all costs incurred in the performance of this Agreement.

Dated: _____

CITY OF SPOKANE

By: _____
Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

AMERICAN RECYCLING
CORPORATION

E-Mail address, if available:

By: _____
Title: _____



Agenda Sheet for City Council Meeting of:
11/09/2015

Date Rec'd	10/26/2015
Clerk's File #	OPR 2015-0921
Renews #	
Cross Ref #	
Project #	2012119
Bid #	
Requisition #	BT

Submitting Dept	ASSET MANAGEMENT
Contact Name/Phone	ED LUKAS 625-6286
Contact E-Mail	RLUKAS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5900 - ROB'S DEMOLITION - 15 NORTH GRANT STREET

Agenda Wording

Contract with Rob's Demolition, Inc. for the demolition and asbestos survey at 15 North Grant Street in the amount of \$94,450.00 plus an administrative reserve of \$9,445.00 for a total amount not to exceed \$103,895.00.

Summary (Background)

As part of the University District Pedestrian Bridge project the City of Spokane has acquired a series of properties. The former Judd Family Trucking Property was acquired as construction staging and lay down area for the duration of the project. The existing building has been advertised for demolition and Rob's Demolition has been selected to complete the work. The condition and location of the building have made it virtually unsalvageable and not suitable for repurposing. Once the building is

Fiscal Impact		Budget Account	
Expense	\$ 104,295.51	#	3200 95023 95200 56102 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	LUKAS, ED	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 10/26/15
Finance	SALSTROM, JOHN	Distribution List	
Legal	WHALEY, HUNT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	mhughes@spokanecity.org	
Additional Approvals		ldavis@spokanecity.org	
Purchasing		dsteele@spokanecity.org	
		jahensley@spokanecity.org	
		housewreck@gmail.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

removed and the bridge project is complete, the property will be made available for redevelopment in a manner suitable to support the new pedestrian bridge.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

C O N T R A C T

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and ROB'S DEMOLITION, INC., whose address is 8420 East Woodland Park Drive, Spokane, Washington 99217, as "Contractor".

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and cost necessary for the proper execution and completion of the DEMOLITION AND ASBESTOS SURVEY AT 15 NORTH GRANT STREET (Project # SW28-15), in accordance with the Contractor's proposal submitted to the City, and attached hereto.
2. CONTRACT DOCUMENTS. This Contract, the Contractor's proposal, and the City's specifications constitute the contract documents and are complementary. Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file with Asset Management, Second Floor, City Hall, Spokane, Washington, and are incorporated into this Contract by reference as if they were set forth at length.
3. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a Payment / Performance Bond on the form attached, equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
4. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.
5. CONSTRUAL. The Contractor acknowledges receipt of a copy of the Contract documents and agrees to comply with them. The silence or omission in the Contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.
6. CONTRACTOR'S ACKNOWLEDGMENT. 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 Contract.

7. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Asset Management Director, or his designee, and the Contract time and compensation will be adjusted accordingly.

8. TIME OF PERFORMANCE. The Contractor shall commence work upon notice to proceed, and once commenced all work must be completed by December 31, 2015, unless terminated earlier.

9. WORKER'S COMPENSATION AND INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

10. COMPENSATION. The City will pay the Contractor NINETY FOUR THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$94,450.00) including salvage, the amount in the Contractor's proposal, as full compensation for everything furnished and done under this Contract, subject to allowable additions and deductions as provided. Retail sales tax where applicable shall be added to the amounts due and the Contractor shall be responsible for making payment of the tax to Washington State. The City reserves the right to claim any exemption authorized by law.

11. PAYMENT. The Contractor will send its applications for payment to Asset Management, 2nd Floor City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3343. Payment will be made within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

13. INDEMNIFICATION.

A. The Contractor is an independent contractor and not the agent or employee of the City. No liability shall attach to the City for entering into this Contract or because of any act or omission of the Contractor except as expressly provided.

B. The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's

duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorneys' fees, court costs and all other claim-related expenses.

- C. Contractor's indemnification shall specifically include all claims for loss or liability because of wrongful payment under Uniform Commercial Code, Section 9-318, or other statutory or contractual liens or rights of third parties, including taxes, accrued or accruing as a result of this Contract or work performed or materials furnished directly or indirectly because of this Contract.

14. ASSIGNMENTS.

- A. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law.
- B. In the event of assignment of accounts or monies due under this Contract, Contractor specifically agrees to give immediate written notice to the Asset Management Director, or his designee, in no event later than five (5) business days after the assignment, this promise being a material part of the consideration for the Contract. Notification by the Contractor shall not excuse breach of the anti-assignment provision.

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

16. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations which are incorporated herein by reference.

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

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

19. FEES. Reimbursement for the fees paid by the Contractor for the approval of "Statements of Intent to Pay Prevailing Wages" and certification of "Affidavits of Wages Paid" by the industrial statistician of the State Department of Labor and Industries will be added to the amounts due the Contractor. The Contractor will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement

the Contractor will be required to submit to the City, prior to final acceptance of the work, a list of its subcontractors at all tiers and have their "Statements of Intent to Pay Prevailing Wages" on file with the City.

20. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

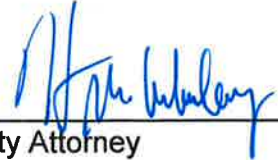
Dated: _____

CITY OF SPOKANE

By: _____
Title: _____

Attest: _____
City Clerk

Approved as to form:



Assistant City Attorney

Dated: _____

ROB'S DEMOLITION, INC.

E-Mail address, if available: _____
Housewreck@gmail.com

By: 

Title: President

Attachments that are part of this Contract:

Contractor's proposal submitted to the City RE: Project # SW28-15
Performance and Payment Bond

15-656

AM\Robs Demolition – Grant Street

PAYMENT / PERFORMANCE BOND

Bond No. 339859P

We, ROB'S DEMOLITION, INC., as principal, and Developers Surety and Indemnity Company, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of NINETY FOUR THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$94,450.00), for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the DEMOLITION AND ASBESTOS SURVEY AT 15 NORTH GRANT (Project # SW28-15). If the principal shall:

- A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and hold harmless the City from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all federal, state and local laws and regulations; and
- C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law;

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

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

SIGNED AND SEALED on October 21, 2015

ROB'S DEMOLITION, INC.
AS PRINCIPAL

By: 
Title: Rob Carper, President

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

Developers Surety and Indemnity Company
AS SURETY

By: 
Its Attorney in Fact John L. Green

STATE OF WASHINGTON)
) ss.
County of Spokane)

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

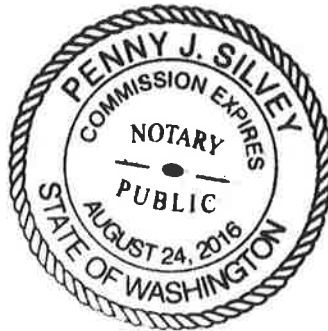
DATED: October 21, 2015


Signature of Notary Public

My appointment expires August 24, 2016

Approved as to form:

Assistant City Attorney



**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Penny Silvey, John L. Green, Jim Dinneen, LouAnn Jensen, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013.

By: *Daniel Young*
Daniel Young, Senior Vice-President

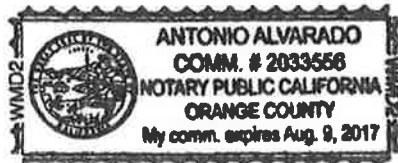
By: *Mark J. Lansdon*
Mark J. Lansdon, Vice-President

State of California
County of Orange



On November 21, 2013 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

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

WITNESS my hand and official seal.

Signature *Antonio Alvarado*
Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 21st day of October, 2015.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

BID

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: Demolition and Asbestos Survey at 15 N Grant

The undersigned firm has examined the site, read and understands the specifications for the above project and proposes to do the described work at the following price:

Base Bid \$ 94,450.00

Alternate 1 Bid \$ N/A

Trench Safety System, if excavation greater than four feet (4') deep:
\$ 1.00

The firm acknowledges receipt of addendum number and agrees that its requirements have been included in this bid.

The firm agrees that its bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. ROB5DD1970 RR

U.B.I. Number 602 343 577

Washington Employment Security Department Number 250545-00 9

Washington Excise Tax Registration Number 602 343 577

City of Spokane Business License Number 602 343 577

BY SUBMITTING THEIR BID, FIRM CERTIFIES IT IS NOT ON THE STATE OR FEDERAL DEBARRED LIST

COMPLETION TIME. All work under the contract shall be started after the date of notice to proceed. Work once started shall be completed by 10 days upon notice to proceed with demolition.

LIQUIDATED DAMAGES. If the work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of \$ 100.00 for each and every day the work remains uncompleted.

FIRM NAME: Rob's Demolition Inc.

SIGNATURE: [Signature]

TITLE: President PHONE: 509.993.1719

ADDRESS: 8420 E. Woodland Park Drive
Spokane, WA 99217

SUBCONTRACTOR LIST

PROJECT NAME: **Demolition and Asbestos Survey at 15 N Grant**

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT
ARE:
(USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER IRS Environmental of Washington

TYPE OF WORK/BID ITEM Asbestos Survey

AMOUNT \$ 2,000.00

CONTRACTOR'S REGISTRATION NO. IRSENW1033PN

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

BID DEPOSIT

Herewith find the bid deposit in the form of cash, cashier's check or certified check in the amount of \$ _____, which is equal to or more than five percent (5%) of the total bid.

Signature _____

Deposit returned on _____ by _____
(Date) (Name)

BID BOND

We, Rob's Demolition, Inc. as Principal,

and Developers Surety and Indemnity Company as Surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the **DEMOLITION AND ASBESTOS SURVEY OF STRUCTURES AT 15 N. GRANT** according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

SIGNED AND SEALED on September 21, 2015

Rob's Demolition, Inc.

AS PRINCIPAL

By: _____

Title: Rob Carper, President

A valid POWER OF ATTORNEY must accompany this bond.

Developers Surety and Indemnity Company

AS SURETY

By: _____

John L. Green, Attorney-in-Fact

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Penny Silvey, John L. Green, Jim Dinneen, LouAnn Jensen, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013.

By: *Daniel Young*
Daniel Young, Senior Vice-President

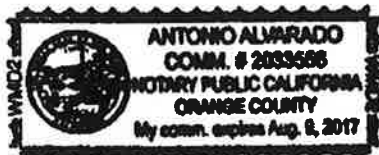
By: *Mark J. Lansdon*
Mark J. Lansdon, Vice-President



State of California
County of Orange

On November 21, 2013 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)



Piece Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Antonio Alvarado

Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 21st day of September, 2015.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary



City of Spokane, Washington Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.

Project Name: Demolition and Asbestos Survey at 15 N Grant
Project #: SW28-15

Part A: General Company Information

Company Name: Rob's Demolition Inc.
Address: 8420 E Woodland Park Dr, Spokane, WA 99217
Contact Name and Title: Rob Cooper, President
Contact Phone: 509.993.1719 Contact E-mail: housewreck@gmail.com
Years in business as a Prime Contractor: 38 years Years in business as a sub-contractor: 38 years
Years in business under present Name: 38 years
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years: None
Explain reason for name change(s) in the past five (5) years:

Part B: Work Experience

If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project. List two (2) construction projects. We will submit the form within 24 hours if requested.

Part C: Performance Evaluation

Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?

☐ Yes ☒ No

If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.

Part D: Record of Debarment / Disqualification

Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.

Part E: Safety

In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?

☐ Yes ☒ No

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

Part F: Environmental

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

☐ Yes ☒ No

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

Part G. Utilization Requirements

In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.

Part H: Discrimination

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

☐ Yes ☒ No

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

Part I. Prevailing Wage

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

☐ Yes ☒ No

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

Part J: Public Bidding Crime (Criminal Convictions)

Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s)

Part K. Claims Against Retainage and Bonds

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

☐ Yes ☒ No

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

Part L. Termination for Cause

Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.

Part M: Litigation

Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?

☐ Yes ☒ No

If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part N: Delinquent State Taxes

Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

Part O: Subcontractor Responsibility

Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractors? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?

☐ Yes ☒ No *We check to make sure our subcontractors are licensed - we check on line - we don't have a form*

If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.

Signature

The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.

Signature of Authorized Representative**Date***28 Sep 15***Printed Name of Authorized Representative****Title***ROBIN D. R. CARPER**PRESIDENT*



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CS

DATE (MM/DD/YYYY)

09/28/2015

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

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

PRODUCER Inland Insurance Inc. 9016 E Indiana Ave., Suite A Spokane Valley, WA 99212 James P Dinneen		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ROBSD-1	
INSURED Rob's Demolition, Inc. 8420 E. Woodland Park Drive Spokane, WA 99217		INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Company INSURER B: Alaska National Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 38733	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	ECP201035611	12/10/2014	12/10/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Pollution Liab						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Professional Liab						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						Stop Gap \$ 1,000,000
B	AUTOMOBILE LIABILITY	X	X	14LAS31976	12/10/2014	12/10/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
	<input checked="" type="checkbox"/> MCS 90 APPLIES						\$
A	UMBRELLA LIAB	X	X		09/28/2015	12/10/2016	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 4,000,000
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		ECP201035611 WA STOP GAP	12/10/2014	12/10/2015	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

RE: CONTRACT #15-42-1839-003-00

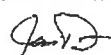
THE CITY OF SPOKANE AND SPOKANE INTERNATIONAL AIRPORT AIRPORT BOARD ARE NAMED AS ADDITIONAL INSURED AS RESPECTS OPERATIONS PERFORMED BY THE NAMED INSURED AS REQUIRED BY CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF SPOKANE
~~CODE ENFORCEMENT~~
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

 Jim Dinneen/ President

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NOTEPAD

INSURED'S NAME Rob's Demolition, Inc.

ROBSD-1
OP ID: CS

PAGE 2
Date 09/28/2015

ADDITIONAL INSURED WITH PRIMARY AND NON-CONTRIBUTORY WORDING, WAIVER OF RIGHTS OF TRANSFER, AND DESIGNATED OPERATIONS APPLY REGARDING THE GENERAL LIABILITY POLICY. DESIGNATED INSURED APPLIES REGARDING THE AUTOMOBILE POLICY, ALONG WITH WAIVER OF TRANSFER OF RIGHTS AND PRIMARY AND NON-CONTRIBUTORY. UMBRELLA POLICY COVERAGE IS FOLLOWING FORM OF PRIMARY POLICIES LISTED.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

SCHEDULE

Designated Construction Projects:

All projects of the named insured

- A. For all sums which the insured becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGE A** which can be attributed only to ongoing operations as shown in the schedule above:
1. A separate Designated Construction Project Limit applies to each designated construction project and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations page.
 2. Except for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, the Designated Construction Project Limit is the most we will pay for the sum of all damages under **SECTION I – COVERAGE A** regardless of the number of:
 - a. Insureds;
 - b. Claims made or **suits** brought; or
 - c. Persons or organizations making claims or bringing **suits**.
 3. Any payments made under **SECTION I – COVERAGE A** for damages shall reduce the Designated Construction Project Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations page nor shall they reduce any other Designated Construction Project Limit, except as affected by the Designated Construction Project Aggregate Limit described below.
 4. The limits shown in the Declarations page for Each Occurrence and Damage to Premises Rented to you continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project Limit.
 5.
 - a. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under the Designated Construction Project Limit, described in 1. and 2. above.
 - b. Regardless of the number of construction projects or designated construction projects covered under this policy, the most we will pay as the Designated Construction Project General Aggregate is
- B. For all sums which the insured becomes legally obligated to pay as damages caused by **occurrences** under **SECTION I – COVERAGE A** which cannot be attributed only to ongoing operations as shown in the schedule above:
1. Any payments made under **SECTION I – COVERAGE A** for damages shall reduce the amount available under the General Aggregate Limit or the Products Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

- C. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments

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for damages because of **bodily injury or property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION IV – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

WAIVER OF SUBROGATION

It is agreed that the Company, in the event of any payment under this policy, waives its right of recovery against any Principal, but only at the specific written request of the Named Insured either before or after loss, wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

This waiver shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the Named Insured and such Principal and shall not be construed to be a waiver with respect to other operations of such Principal in which the Named Insured has no contractual interest.

No waiver of subrogation shall directly or indirectly apply to any employee, employees or agents of either the Named Insured or of the Principal, and the Company reserves its right or lien to be reimbursed from any recovery funds obtained by any injured employee.

This waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in any situation wherein the Principal against whom subrogation is to be waived is found to be solely negligent.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED – BLANKET – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Who Is An Insured (Section II) is amended to include as an insured any person (s) or organization (s) for whom you are performing operations when you and such person (s) or organization (s) have agreed in writing in a contract or written agreement that such person (s) or organization (s) be added as an additional insured on your policy, but

Only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured; or
2. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**, only when required by the written contract or written agreement.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above, but only when required by written contract or agreement.

EFFECTIVE DATE: 12:01 AM Standard Time,
(at your principal place of business)

COMMERCIAL GENERAL LIABILITY
CG 20 37 (10-01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Location And Description of Completed Operations:
Additional Premium: INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Condition 4. Other Insurance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or offense.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

BRIEFING PAPER
Asset Management Group
October 26, 2015

Subject:

Demolition contract for property located at 15 North Grant Street.

Background:

This property, formerly known as Judd Family Trucking, was required as right-of-way for the construction of the University District Pedestrian Bridge. This acquisition accounted for nine separate parcels and one structure.

This series of parcels provides the area necessary for the staging of construction materials and equipment throughout the project window. The building on the site is not salvageable and has become a significant attractant for vandalism and illegal camping which has led to one minor fire.

Once the project is completed the City will make every attempt to sell the property as a buildable site.

Impact:

The demolition of the property will eliminate this ongoing liability and close out the work on this property.

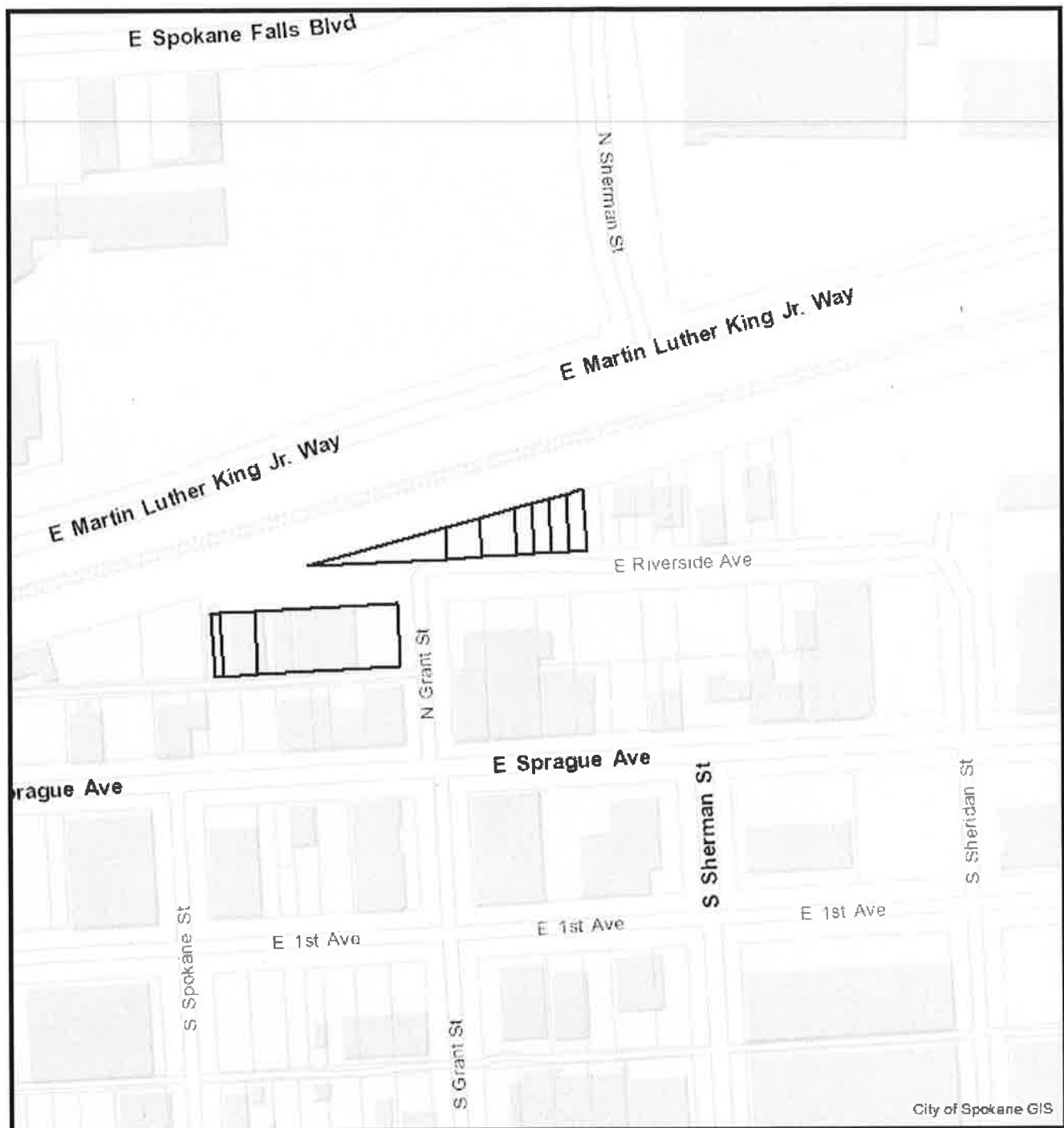
Action:

Approval of the contract

Division Head Signature _____

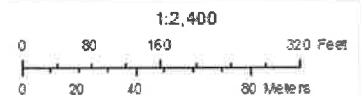
Scott Simmons

For further information on this subject contact David Steele, Asset Management Business & Development Services, 625-6064.



Legend

Judd
June 8, 2015



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

11/09/2015

<u>Date Rec'd</u>	10/27/2015
<u>Clerk's File #</u>	OPR 2015-0922
<u>Renews #</u>	

<u>Submitting Dept</u>	ASSET MANAGEMENT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	ED LUKAS 625-6286	<u>Project #</u>	2010087
<u>Contact E-Mail</u>	RLUKAS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 16143
<u>Agenda Item Name</u>	5900 - PURCHASE & SALE AGREEMENT - 10 SOUTH ADAMS STREET		

Agenda Wording

Purchase and Sale agreement with 10 South Adams, LLC for building and property located at 10 South Adams Street.

Summary (Background)

The City of Spokane is currently in the process of acquiring the necessary right-of-way for the design and construction of the CSO 24, 26 tank complex. This site is an important location and provides the square footage necessary to move this project forward. With all other acquisitions having been taken off the table for this series of tanks, this becomes the single acquisition necessary for making this tank complex feasible. The City has accepted the owner's counter offer of \$868,000 for the

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 868,000.00	#	4250 43416 94000 56501 10025
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LUKAS, ED	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	Public Works 10/26/15
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	kkeck@spokanecity.org	
<u>Additional Approvals</u>		mhughes@spokanecity.org	
<u>Purchasing</u>		dsteele@spokanecity.org	
		rlukas@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

property. This is approximately 35% above the appraised value of the property of \$560,000, but avoids all potential litigation associated with the site. This purchase completes the acquisition of properties necessary for the completion of this tank complex.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Project #: _____
Address: 10 South Adams St.
Parcel #: 35192.0107

City Clerk No. 2015-0922

REAL ESTATE PURCHASE AND SALE AGREEMENT CITY AS PURCHASER

This Agreement, is made and entered into by and between the **CITY OF SPOKANE**, a Washington State municipal corporation (the "City" or "Purchaser") and, **TEN SOUTH ADAMS, LLC**, A Washington State Limited Liability Company, as the case may be] (the "Sellers" or "Owners") jointly referred to as the "Parties."

Whereas, the Purchaser and Seller are desirous of entering into an agreement whereby the Purchaser will purchase property owned by the Seller under the threat of condemnation proceedings pursuant to Title 8.12 RCW.

NOW, THEREFORE, in consideration of the following terms, conditions and covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. SALE OF PROPERTY. Seller agrees to sell, convey and transfer to the Purchaser, and the Purchaser agrees to purchase, acquire and take from Seller, the real property located in the City of Spokane, Spokane County, Washington, legally described as:

LOTS 4 AND 5 IN BLOCK 1 OF RAILROAD ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "D" OF PLATS, PAGE 82, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

and all hereditments, appurtenances, improvements, and buildings belonging or in any way appertaining (the "Property").

2. PURCHASE PRICE. The Parties agree that the purchase price for the Property is EIGHT HUNDRED SIXTY EIGHT THOUSAND DOLLARS, (\$868,000.00). The Parties acknowledge that the purchase price represents the fair market value of the Property. The agreed upon amount is payable by City warrant at closing. Seller hereby acknowledges that it is entering this Agreement voluntarily and with full knowledge of the Seller's entitlement to receive just compensation for the Property. Seller, on behalf of itself and any lessee on the Property, waives any rights to which Seller or any of Seller's lessees might be entitled under Chapter 8.12 RCW.

3. CONDITION OF PROPERTY. Purchaser offers to purchase the Property in an "as is" condition, with all physical defects, except those identified in paragraph 12, herein, including those that cannot be observed by casual inspection.

4. REPRESENTATIONS OF SELLER. The Seller hereby represents to the City the following:

A. There is no pending litigation or suit threatened or asserted which could result in a lis pendens being lawfully filed against the Property, and;

B. Seller will cooperate with the City and execute all documents necessary to remove or release liens, assessments, encumbrances, mortgages or deeds of trust in order to deliver to the City marketable title to the Property;

C. Seller has good and marketable title and fee simple to the Property, which is not subject to any liens, encumbrances, restrictions, or easements of any kind except those which have been disclosed on the Commitment for Title Insurance received by the Purchaser; and

D. Neither the execution of this agreement, nor the performance of any of the terms or provisions hereof, violates, or shall violate, or conflicts with in any material aspect, or constitutes a default under, any existing contract, document, understanding, agreement, or instrument to which the Seller is a party, or by which the Seller may be bound.

5. CLOSING. The closing date shall be October 28, 2015, unless another date or time is agreed to by the Parties. The place of closing shall be at First American Title, E. 40 Trent Ave. Spokane Washington, 456-0550. Seller shall be responsible and entitled to have all closing documents reviewed by its own counsel or agent prior to closing. The risk of loss to the improvements, if any, on the Property prior to closing shall be Seller's and in the event of damage or destruction, Purchaser shall be entitled to terminate this agreement. The City may postpone closing or terminate this agreement if it reasonably appears to the City that Seller has misrepresented the condition of title, marketability of the Property or any other matter contained in Paragraph 4, above.

6. SELLER'S CLOSING DOCUMENTS. At the closing, the Seller shall produce or execute:

A. a Statutory Warranty Deed (The "Deed"), duly executed and acknowledged in a recordable form, dedicating to the Purchaser marketable title to the Property free and clear of all liens, assessments, deeds of trust, mortgages, or encumbrances except those expressly agreed to by the Purchaser;

B. a detailed statement, prepared by the escrow officer and/or the closing attorney, setting forth the appropriate adjustments and prorations to be made at the closing;

C. a completed Seller's Disclosure Statement; and

D. all other documentation reasonably required by the Purchaser.

7. EXPENSES.

A. Expenses of Seller. The Seller shall pay:

- (i) real estate taxes prorated to the date of closing;
- (ii) all assessments, liens, mortgages, deeds of trust or other encumbrances (the parties agree that the property is being acquired by the City under the threat of condemnation proceedings and is therefore exempt from real estate excise taxes pursuant to WAC 458-61A-206);
- (iii) the Seller's attorney fees; and
- (iv) all other expenses incurred by Seller which relate to the Property.

B. Expenses of Purchaser. The Purchaser shall pay:

- (i) all recording fees;
- (ii) its attorney fees;
- (iii) real estate taxes due after the closing date;
- (iv) title insurance premiums;
- (v) an appraisal review fee pursuant to RCW 8.25.020 not to exceed \$750.00 upon receipt of statement from Seller; and
- (vi) any reconveyance fees.

8. POSSESSION. The Owner shall deliver possession of the Property to the Purchaser on the date of closing.

9. TIME. Time is of the essence of this Agreement.

10. TITLE EXAMINATION. Purchaser reserves the right to purchase a Policy of Title Insurance covering the purchase of the Property in the amount of the cash purchase price. In the event that Seller is unable to cure any title encumbrances which reasonably are unacceptable to Purchaser, the Purchaser may at its option: (1) terminate this agreement by written notice, whereupon no party shall have any further liability under

this agreement; or (2) postpone the date of closing for up to sixty (60) days, during which time Seller shall use all reasonable efforts and expend reasonable sums as may be necessary to cure the objections of Purchaser. If the objections to title are not cured on or before the closing date, as postponed, the Purchaser may terminate this agreement or waive the objections to title.

11. COMMISSION. Seller warrants and represents to Purchaser that if any real estate brokerage commission or fees are payable, Seller hereby indemnifies Purchaser from and against any and all claims for any real estate brokerage commission fees which may arise as a result of any acts of the Seller. Any real estate fees will be paid by Seller at closing, unless agreed otherwise.

12. HAZARDOUS WASTE. To the best of Seller's knowledge the Property is not in violation of any federal, state or local law, ordinance, or regulation relating to the environmental conditions on, under, or about the Property, including but not limited to, soil and ground water conditions, and that during the time in which Seller owned the Property, neither Seller nor, to the best of Seller's knowledge, any third party has used, generated, stored, or disposed of on, under, or about the Property or transported to or from the Property any hazardous waste, toxic substances, or related materials (the "Hazardous Materials"). For the purposes of this paragraph, Hazardous Materials shall include, but is not limited to, substances defined as "Hazardous Substances," "Hazardous Materials," "Hazardous Waste," "Toxic Substances," in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and RCW Title 7 and the regulations promulgated pursuant to such laws.

Seller will indemnify and hold harmless the Purchaser from all required remediation, damage, claim or loss (including attorney fees incurred in defending any claim) arising from the placement, storage, disposal or release on the Property of any Hazardous Materials during such time as Seller was in possession or had any interest in the Property; provided, City sold the Property to Seller, and City indemnifies Seller for any all required remediation, damage, claim or loss (including attorney fees incurred in defending any claim) arising from the placement, storage, disposal or release on the Property of any Hazardous Materials during any other time. This indemnification and hold harmless shall survive and not be merged into the deed delivered by Seller to Purchaser for the Property.

If prior to the closing date Purchaser discovers that the Property contains any Hazardous Waste, of which it has not been previously advised, the release of which conclusively occurred during Seller's possession or ownership of the Property, the Purchaser may terminate this Agreement.

13. CONDEMNATION. City and Seller acknowledge that the Property is being purchased under the threat of condemnation pursuant to RCW Title 8. The parties further agree that the City has notified the seller in writing of its intent to exercise its power of eminent domain prior to the sale, that the City has the present ability and authority to use its power of eminent domain against the property at the time of sale, and that Chapter

8.12 RCW grants the City specific statutory authority to acquire the property via condemnation under the conditions presented.

14. NOTICES. Any notices required or permitted to be given shall be in writing and delivered either in person or by certified mail, return receipt requested, postage pre-paid, addressed as follows or such other address as may be designated by either party:

Purchaser: City of Spokane
Asset Management Department
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Copy to: Office of the City Attorney
Attn: James A. Richman
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Seller: Dunn, Black and Roberts
RE: City of Spokane v. Ten South Adams
111 N. Post Street. #301
Spokane, WA 99201

Any notice given pursuant to this Agreement, shall be deemed effective the day it is personally delivered or three (3) business days after the date it is deposited in the United States mails.

15. ENTIRE AGREEMENT/MODIFICATION. This written Agreement constitutes the entire and complete Agreement between the Parties hereto and supersedes any prior oral or written agreements between the Parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth. No modifications of this Agreement and waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the Parties hereto.

16. BINDING EFFECT. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

17. GOVERNMENTAL APPROVAL. Seller acknowledges that this Agreement does not bind the City of Spokane until the Mayor executes this Agreement.

In witness whereof, the parties hereto have signed this Agreement this day of _____ 20____.

CITY OF SPOKANE

By: _____
Mayor

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

SELLERS

By: Julie W. Wells, member

By: [Signature], member

By: M. G. Sanger, manager

By: [Signature]

STATE OF WASHINGTON)
)ss.
County of Spokane)

On this _____ day of _____, 20____, before me personally appeared _____, and Terri Pfister, to me known to be the _____, and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

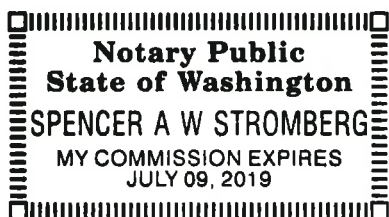
Notary Public in and for the State of
Washington, residing at Spokane
My Appointment expires _____

STATE OF WASHINGTON)
)
COUNTY OF SPOKANE) ss.

I certify that I know or have satisfactory evidence that Julie W. Wells is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as a member of Ten South Adams, LLC to be the free and voluntary act of such party for the uses and purposes stated therein.

Dated 10/1/15


Printed Name: Spencer Stromberg
NOTARY PUBLIC, State of Washington
My appointment expires 7/9/19

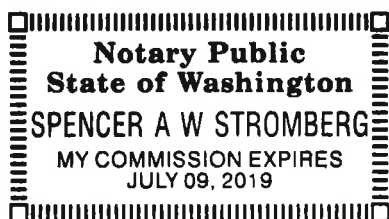


STATE OF WASHINGTON)
)
COUNTY OF SPOKANE) ss.

I certify that I know or have satisfactory evidence that M. Gage Stromberg III is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as a member of Ten South Adams, LLC to be the free and voluntary act of such party for the uses and purposes stated therein.

Dated 10/6/15


Printed Name: Spencer Stromberg
NOTARY PUBLIC, State of Washington
My appointment expires 7/9/19



STATE OF WASHINGTON)
)
COUNTY OF SPOKANE) ss.

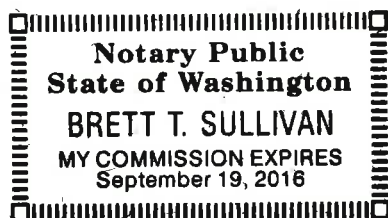
I certify that I know or have satisfactory evidence that Spencer A. W. Stromberg is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as a member of Ten South Adams, LLC to be the free and voluntary act of such party for the uses and purposes stated therein.

Dated October 8, 2015


Printed Name: Brett T. Sullivan

NOTARY PUBLIC, State of Washington

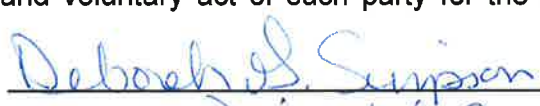
My appointment expires ~~10/15/16~~ 9/19/2016

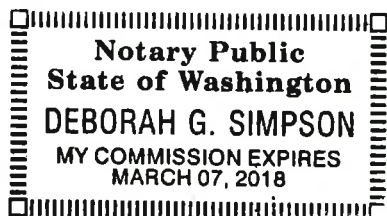


STATE OF WASHINGTON)
)
COUNTY OF SPOKANE) ss.

I certify that I know or have satisfactory evidence that R. Ronald Wells is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as a member of Ten South Adams, LLC to be the free and voluntary act of such party for the uses and purposes stated therein.

Dated 10-16-15


Printed Name: Deborah G. Simpson
NOTARY PUBLIC, State of Washington
My appointment expires 3-7-18



BRIEFING PAPER

Asset Management Group

Tuesday, October 27, 2015

Subject:

Acquisition of property located at 10 South Adams, required for CSO 24 Control Facility (Adams CSO).

Background:

The City of Spokane is currently in the process of acquiring the necessary right of way for the design and construction of the CSO 24, 26 tank complex. This site is an important location and provides the square footage necessary to move this project forward. With all other acquisitions having been taken off the table for this series of tanks, this becomes the single acquisition necessary for making this tank complex feasible.

The City has accepted the owner's counter offer of \$868,000 for the property. This is approximately 35% above the appraised value of the property of \$560,000, but avoids all potential litigation associated with the site.

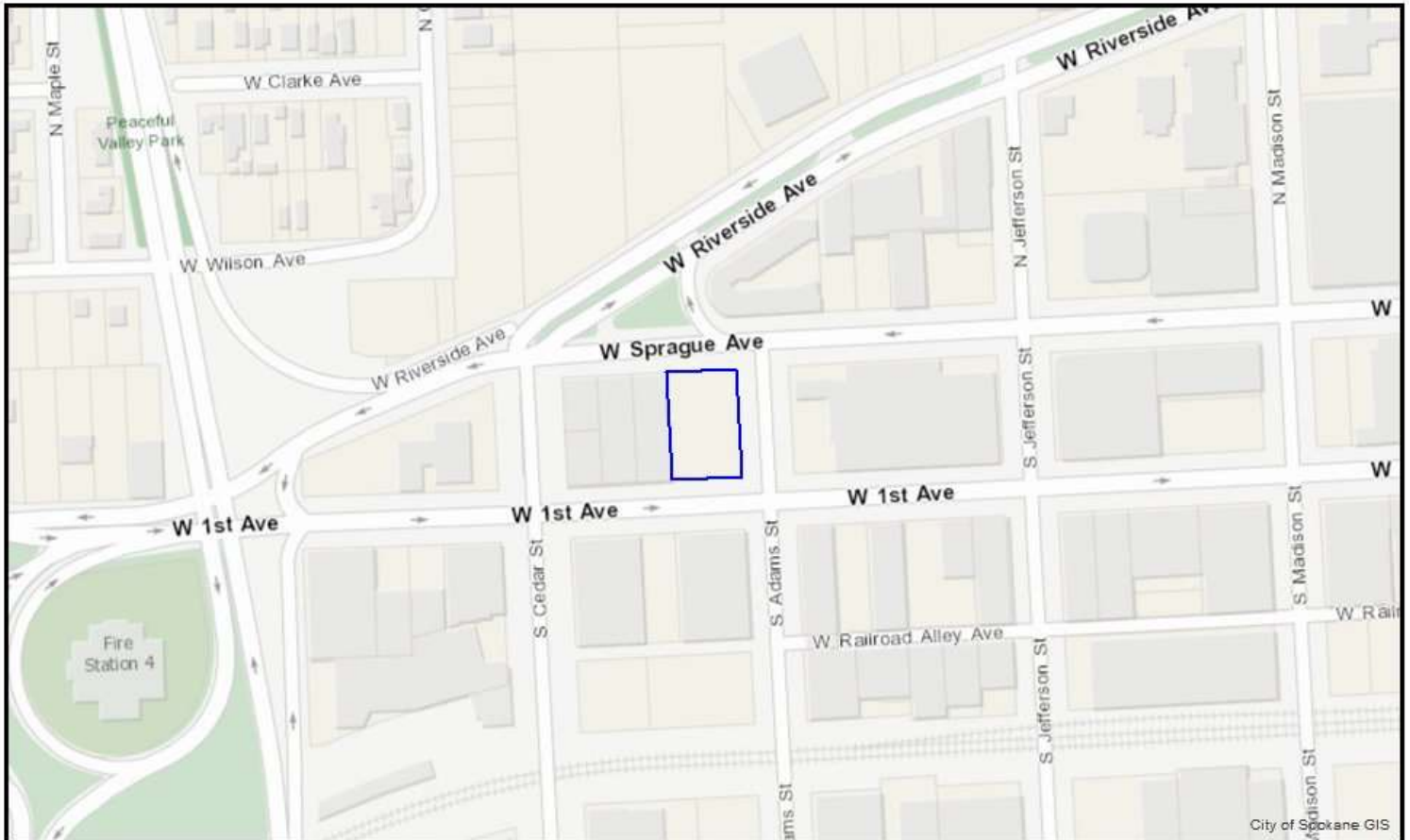
This purchase completes the acquisition of properties necessary for the completion of this tank complex.

Impact:

This location provides a critical site for the CSO Basin 24 Control Facility which is part of a multi tank complex.

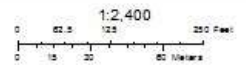
Action:

Approval of the property acquisition



Legend

10 South Adams
September 22, 2015



THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



Agenda Sheet for City Council Meeting of:
11/09/2015

Date Rec'd	10/26/2015
Clerk's File #	PRO 2015-0033
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	KEN BROWN 625-7727	Project #	2014115
Contact E-Mail	KBROWN@SPOKANCITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	BT
Agenda Item Name	0370 - ADMIN RESERVE INCREASE - HALME CONSTRUCTION, INC.		

Agenda Wording

Authorization to increase the administrative reserve on the contract with Halme Construction, Inc., for Erie Street from 1st Avenue to Martin Luther King Jr. Way - for an increase of 165,000.00 for a total administrative reserve of \$222,505.02 or

Summary (Background)

During excavation buried waste was discovered. In the interest of continuing work on the project the Contractor was directed to continue excavation and haul the material to Graham Road Facility. The estimated cost of the clean-up is now \$100,000.00. The project includes underground sewer work in Front Avenue. This work was added late in the project to accomplish repairs and modified connection to the City's system while river levels are low. The estimated cost of these changes is \$65,000.00.

Fiscal Impact		Budget Account	
Expense	\$ 100,000.00	#	3404 49742 95300 56501 99999
Expense	\$ 65,000.00	#	4250 43101 94000 56501 99999
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 10/26/15
Finance	SALSTROM, JOHN	Distribution List	
Legal	WHALEY, HUNT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	kbustos@spokanecity.org	
Additional Approvals		ldavis@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		kbrown@spokanecity.org	
		kgoodman@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

38.7% of the contract price. (East Central Neighborhood Council)

Summary (Background)

Therefore, it it will be necessary to increase the administrative reserve an additional \$165,000.00 or 28.7%.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#
<u>Distribution List</u>		

BRIEFING PAPER
Public Works Committee
Engineering Services
October 26, 2015

Subject:

Request for administrative reserve increase for Erie Street from 1st Avenue to Martin Luther King Jr. Way - Project No. 2014115.

Background:

During excavation for swale areas for drainage treatment, buried waste was discovered. Work was stopped and the material evaluated for contaminants by our on-call geotechnical firm, Budinger and Associates. The material was categorized as safe for disposal at Graham Road disposal site.

In the interest of continuing work on the project the Contractor was directed to continue excavation and haul the material to the Graham Road facility with reimbursement to be by force account (documented effort). Not knowing the full extent of the costs, the City waited until the size of the area of contaminants could be evaluated before requesting additional administrative reserve. The estimated cost of the clean-up is now \$100,000.

The project includes underground sewer work in Front avenue. This work was added late in the project to accomplish repairs and modified connection to the City's system while river levels are low. The surface features of the existing CSO pipe system led to some assumptions of locations which proved to be incorrect. Due to this the new system required addition of several sewer manholes and field modifications to accomplish construction around existing underground systems. The estimated cost of these changes is \$65,000.

Original Contract Amount:	\$ 575,050.15
Original Administrative Reserve:	\$ 57,505.02
This additional A.R. request:	\$ 165,000.00
Total authorized expenditure:	\$ 797,555.17

Public Impact:

The necessary work was ordered to continue to take advantage of the low ground water level (ground water in this area is effected by river level) and to allow completion of the project this year. This work is nearing completion. Public impact has been mitigated by allowing substantial completion of the project this year.

Action:

Information is provided for Council background. The proposed administrative reserve increase will be on the November 9, 2015 Council agenda.

Funding

This project is funded by CSO program funds.



Agenda Sheet for City Council Meeting of:
11/09/2015

Date Rec'd	10/19/2015
Clerk's File #	PRO 2015-0011
Renews #	

Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #	
Contact Name/Phone	JIM SAKAMOTO X 7854	Project #	
Contact E-Mail	JSAKAMOTO@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR16108
Agenda Item Name	4100 - INCREASE ADMINISTRATIVE RESERVE - HAVANA		

Agenda Wording

Request to increase the administrative reserve for the Havana and Glenrose Water and Road improvements project PRO2014079 in the amount of \$129,882.16. The increase to the administrative reserve represents a 3.88% increase to the original contract.

Summary (Background)

On May 4, 2015 bids were opened for this project and construction is currently underway. This project consists of the construction of approximately 7200 cubic feet of excavation and embankment. 7500 linear feet of water transmission main, 2600 linear feet of sidewalk, 17500 square yards of 6-inch thick asphalt pavement, 2700 square yards of asphalt paved trail, sundry utility adjustments, and other miscellaneous items. The increase in the administrative reserve is to fund additional

Fiscal Impact		Budget Account	
Expense	\$ 129,882.16	#	4250-42300-94000-56501-04100
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	SAKAMOTO, JAMES	Study Session	
Division Director	ROMERO, RICK	Other	PWC 10/26/2015
Finance	DAVIS, LEONARD	Distribution List	
Legal	WHALEY, HUNT	Jsakamoto	
For the Mayor	SANDERS, THERESA	DKegley	
Additional Approvals		ACline	
Purchasing		JHensley	
		KSchmitt	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

replacement of approximately 1200' of leadite cast iron water distribution main to include additional work and materials required in the water distribution main replacement. The additional water main replacement is within the construction limits of the existing project therefore no additional roadway impacts to the public are expected.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#
<u>Distribution List</u>		

BRIEFING PAPER
Public Works Committee
Water Department
October 26, 2015

Subject:

Request to increase the administrative reserve for the Havana and Glenrose Water and Road Improvements Project ES Project #2014079 in the amount of \$129,882.16 increasing the total administrative reserve for the project to \$464,074.01. The total project cost including the administrative reserve is \$3,805,992.51. This increase to the administrative reserve represents a 3.88% increase in the original contract total.

Background:

Bids were open on May 4, 2015 for this project and construction is currently underway. This project consists of the construction of approximately 7200 cubic feet of excavation and embankment, 7500 linear feet of water transmission main, 2600 linear feet of side walk, 17500 square yards of 6-inch thick asphalt pavement, 2700 square yards of asphalt paved trail, sundry utility adjustments, and other related miscellaneous items.

The increase in the administrative reserve is to fund additional replacement of approximately 1200' of leadite cast iron water distribution main to include additional work and materials required the water distribution main replacement.

Public Impact:

The requested increase to the administrative reserve is an addition of \$129,882.16 increasing the total administrative reserve to \$464,074.01 and the total project costs of \$3,805,992.51. The requested change to the administrative reserve is an increase of 3.88% to the total contract price. The additional water main replacement is within the construction limits of the existing project therefore no additional roadway impacts to the public are expected.

Action:

Recommend approval of increase to the administrative reserve.

Funding

Funding is from the Water & Hydroelectric 6-Year Capital Plan.



Agenda Sheet for City Council Meeting of:
11/09/2015

<u>Date Rec'd</u>	10/23/2015
<u>Clerk's File #</u>	CPR 2005-0015
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	
<u>Agenda Item Name</u>	0520 APPOINTMENT OF FRANCIS SIJOHN TO THE UNITED NATIVE PDA

<u>Submitting Dept</u>	MAYOR
<u>Contact Name/Phone</u>	KATIE ROSS 625.6716
<u>Contact E-Mail</u>	KROSS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Boards and Commissions Appointments

Agenda Wording

Appointment of Francis SiJohn to the United Native Americans of Spokane Public Development Authority for a term of November 9, 2015 to April 30, 2017.

Summary (Background)

Appointment of Francis SiJohn to the United Native Americans of Spokane Public Development Authority for a term of November 9, 2015 to April 30, 2017.

Fiscal Impact

Select	\$
Select	\$
Select	\$
Select	\$

Budget Account

#
#
#
#

Approvals

<u>Dept Head</u>	HOLLWEDEL, REBEKAH
<u>Division Director</u>	
<u>Finance</u>	
<u>Legal</u>	
<u>For the Mayor</u>	SANDERS, THERESA

Council Notifications

<u>Study Session</u>	
<u>Other</u>	
<u>Distribution List</u>	
	bmcclatchey@spokanecity.org
	rhollwedel@spokanecity.org

Additional Approvals

<u>Purchasing</u>	



Agenda Sheet for City Council Meeting of:
11/09/2015

Date Rec'd	10/28/2015
Clerk's File #	RES 2015-0118
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE
Contact Name/Phone	TIM DUNIVANT 625-6845
Contact E-Mail	TDUNIVANT@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0410 - PROPERTY TAX - DECLARATION OF SUBSTANTIAL NEEDS

Agenda Wording

A resolution of the City Council of the City of Spokane, WA, declaring and finding a substantial need for purposes of setting the limit factor for the property tax levy for 2016.

Summary (Background)

This is a companion resolution to the 2016 property tax levy ordinance. The Implicit Price Deflator (IPD) was less than 1% which limits the City's property tax increase for the 2016 levy unless the Council makes a finding of substantial need and passes a resolution declaring such determination. This resolution satisfies that requirement and allows for an increase of up to 1% over the prior year levies, including the regular and EMS levies, and any other levy to which such finding may apply.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DUNIVANT, TIMOTHY	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	10/05/15 Finance Committee
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	tdunivant@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	kbustos@spokanecity.org	
<u>Additional Approvals</u>		gcooley@spokanecity.org	
<u>Purchasing</u>		cmarchand@spokanecity.org	

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPOKANE, WA, DECLARING AND FINDING A SUBSTANTIAL NEED FOR PURPOSES OF THE SETTING THE LIMIT FACTOR FOR THE PROPERTY TAX LEVY FOR 2016.

WHEREAS, RCW 84.55.010 provides that a taxing district such as the City of Spokane ("District") may levy taxes in an amount no more than the limit factor as provided therein multiplied by the highest levy of the most recent three years plus additional amounts resulting from new construction and improvements to property, newly constructed wind turbines, and any increase in the value of state-assessed utility property; and

WHEREAS, under RCW 84.55.005(2)(c), the limit factor for a taxing jurisdiction with a population of 10,000 or over is the lesser of 101 percent or 100 percent plus inflation; and

WHEREAS, RCW 84.55.005(1) defines "inflation" as the percentage change in the implicit price deflator for personal consumption expenditures for the United States as published for the most recent 12-month period by the Bureau of Economic Analysis of the federal Department of Commerce in September of the year before the taxes are payable; and

WHEREAS, "inflation" for July 2015 is 0.251 percent (0.251%) and the limit factor is 100.251 percent, meaning the taxes levied in the City of Spokane taxing district in 2015 for collection in 2016 would only increase by the 0.251% except for the amounts resulting from new construction and improvements to property, newly constructed wind turbines, and any increase in the value of state-assessed utility property; and

WHEREAS, RCW 84.55.0101 provides for use of a limit factor of 101 percent or less with a finding of substantial need by two-thirds of the members when the board consists of four members or less, or a majority plus one approval of the board when the board consists of more than four members; and

WHEREAS, considering the increasing expenditures for the maintenance of essential governmental services, including emergency services or other matters subject to any lawful municipal property tax levy, as well as pre-existing commitments for the use of property tax increases for public safety capital needs;

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

Section 1. A finding is made of substantial need under the provisions of RCW 84.55.0101, which need authorizes and requires the use of a limit factor of 101 PERCENT for the property tax levy for 2016, including both the regular levy, EMS Levy (Ordinance C-34568), and any other levy to which such finding may properly apply.

PASSED the City Council by a vote of at least a majority plus one (at least 5) this _____ day of _____, 2015.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
11/09/2015

Date Rec'd	10/28/2015
Clerk's File #	ORD C35318
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Submitting Dept	FINANCE
Contact Name/Phone	TIM DUNIVANT 625-6845
Contact E-Mail	TDUNIVANT@SPOKANECITY.ORG
Agenda Item Type	Final Reading Ordinance
Agenda Item Name	0410 - PROPERTY TAX ORDINANCE (2016 PROPERTY TAXES)

Agenda Wording

An Ordinance making the annual City of Spokane property tax levy for 2016.

Summary (Background)

Each year per RCW 84.52.070, the City Council must pass the annual property tax levy and transmit to the County Assessor and the Board of County Commissioners the amount of property taxes levied on property in the City.

Fiscal Impact

Select \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals

Dept Head DUNIVANT, TIMOTHY

Division Director DUNIVANT, TIMOTHY

Finance DAVIS, LEONARD

Legal DALTON, PAT

For the Mayor SANDERS, THERESA

Council Notifications

Study Session

Other 10/05/15 Finance Committee

Distribution List

tdunivant@spokanecity.org

kbustos@spokanecity.org

cmarchand@spokanecity.org

Additional Approvals

Purchasing

ORDINANCE NO. C35318

An ordinance updating the annual City of Spokane property tax levy for 2016.

WHEREAS, the Spokane City Council, the governing body of the City of Spokane, a taxing district ("District" or "City") of the State of Washington, has met and considered its budget for the calendar year 2016, holding public hearings thereon; and

WHEREAS, the District's actual regular levy amount from the previous year (2015) was \$54,943,129.62 not including administrative refunds; and

WHEREAS, the City Council, after hearing and after duly considering all relevant evidence and testimony presented, has determined that the City of Spokane requires a regular levy as provided hereafter, as well as an EMS levy as provided hereafter, both of which include an increase in property tax revenue from the previous year, and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, and authorized refunds, in order to discharge the expected expenses and obligations of the City and in its best interest; and

WHEREAS, the District population is more than 10,000; Now, Therefore,

The City of Spokane does ordain:

Section Regular Levy.

- A. An increase in the regular annual property tax levy is hereby authorized for the levy to be collected in the 2016 tax year, said increase to be in the amount of \$549,431.30, which is a percentage increase of 1% from the previous year's actual levy, prior to the inclusion of administrative refunds in the 2015 levy.
- B. This increase is exclusive of additional revenue in 2016 resulting from new construction, improvements to property, newly constructed wind turbines, increases in the value of state assessed property, and any annexations that have occurred and refunds made or amounts as required or permitted by law. The total regular property tax levy for 2016, including amounts estimated for new construction, annexations, refunds, and any other add-ons, is estimated at \$56,500,000 and is a percentage increase of 2.83% from the previous year's actual levy prior to the inclusion of 2015 administrative refunds. Inclusive of administrative refunds in the 2015 levy, the 2016 levy represents a 2.16% increase.

Section Existing GO Bonds.

In the case of the tax levied to raise \$5,756,700 for Principal and Interest on the City of Spokane's outstanding General Obligation Bonds, the County Assessor, in spreading the tax upon the rolls shall determine the dollar rate required.

Section EMS Levy.

Ordinance C-34568 concerning a levy for emergency medical services (EMS), passed by the Spokane City Council on March 8, 2010 and approved by the voters in the election of April 27, 2010, provides for a levy for six consecutive years beginning in 2011, with the rate in the first year being 50 cents per \$1,000 of assessed valuation.

- A. As required by RCW 84.55.120, this ordinance must specifically state the dollar increase requested, as well as the percent change from the previous year. For 2016, the City is requesting an increase of \$76,814.05 which is a 1% increase over the 2015 EMS Levy.
- B. This increase is exclusive of additional revenue in 2016 resulting from new construction, improvements to property, newly constructed wind turbines, increase in the value of state assessed property, and any annexations that have occurred and refunds made or amounts as required or permitted by law. The total EMS levy for 2016, including amounts we have estimated for new construction, annexations, refunds, and other add-ons, is estimated at \$7,850,000 and is a percentage increase of 2.19% from the previous year levy of \$7,681,405.36.

Section 4. Certification; Filing.

The City Council certifies all information as stated herein. Appropriate City staff is directed to transmit all required information required to the Clerk of Spokane County Board of County Commissioners and County Assessor, including budget estimates of amounts to be raised by taxation on assessed value of property (RCW 84.55.020), estimated beginning and ending cash balances (RCW 84.52.025), and the amount of taxes levied on assessed value within the City (RCW 84.52.070). Pursuant to Section 19 of the City Charter, this measure takes effect immediately on first reading and passage.

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date



Agenda Sheet for City Council Meeting of:
11/02/2015

Date Rec'd	10/19/2015
Clerk's File #	ORD C35317
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN STUCKART 6256269	Project #	
Contact E-Mail	AMCDANIEL@YAHOO.COM	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 VACATING MISDEMEANOR POSSESSION OF MARIJUANA CONVICTIONS		

Agenda Wording

An ordinance relating to the vacation of misdemeanor possession of marijuana convictions in the City of Spokane; adopting new chapter 05A.17 of the Spokane Municipal Code; and adopting new sections 05A.17.010 and 05A.17.020

Summary (Background)

52,575 City of Spokane voters, 57.0% of the voting electorate, voted to legalize recreational marijuana through state Initiative 502 in 2012. Initiative 502 was supported by a majority of voters in each City Council District. From 1997 thru 2012, the City of Spokane had a total of 1,817 misdemeanor possession of marijuana convictions. Of these convictions, 90% were male. There was a high of 251 convictions in 1997, a low of 18 convictions in 2012.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	Study Session	
Division Director		Other	Public Safety
Finance	DAVIS, LEONARD	Distribution List	
Legal	DALTON, PAT	Justin Bingham	
For the Mayor	SANDERS, THERESA	Nancy Isserlis	
Additional Approvals		Howard Delaney	
Purchasing		Brian McClatchey	
		Ben Stuckart	
		Adam McDaniel	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This ordinance provides an opportunity to remove a criminal conviction for misdemeanor possession of marijuana in the City of Spokane prior to the legalization date of July 8, 2014. This ordinance also creates a requirement that Municipal Court provide annual reports to Council on the number of overall misdemeanor vacations, including type of conviction, rates of vacation, and number of applications.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C35317

An ordinance relating to the vacation of misdemeanor possession of marijuana convictions in the City of Spokane; adopting new chapter 05A.17 of the Spokane Municipal Code; and adopting new sections 05A.17.010 and 05A.17.020

WHEREAS, 1.7 million Washingtonians, 55.7% of the voting electorate, voted to legalize recreational marijuana through state Initiative 502 in 2012; and

WHEREAS, 116,190 Spokane County voters, 52.15% of the voting electorate, voted to legalize recreational marijuana through state Initiative 502 in 2012; and

WHEREAS, 52,575 City of Spokane voters, 57.0% of the voting electorate, voted to legalize recreational marijuana through state Initiative 502 in 2012; and

WHEREAS, Initiative 502 was supported by a majority of voters in each City Council District; and

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted new chapter 05A.17 to title 05A of the Spokane Municipal Code:

Chapter 05A.17 Vacation of Misdemeanor Convictions

Section 2. That there is adopted a new section 05A.17.010 to chapter 05A.17 of the Spokane Municipal Code:

05A.17.010 Misdemeanor Vacation Rates and Data

At least annually, the Spokane Municipal Court shall include conviction vacation data, including type of conviction, rates of vacation, and number of applications, to the City Council in the usual course of providing Council updates to the Public Safety Committee.

Section 3. That there is adopted a new section 05A.17.020 to chapter 05A.17 of the Spokane Municipal Code:

05A.17.020 Vacation of Misdemeanor Possession of Marijuana Convictions

- A. Every person convicted in Spokane Municipal Court of a possession of marijuana misdemeanor under SMC 10.15.100 prior to July 8, 2014 may apply to the Spokane Municipal Court for a vacation of the applicant's record of conviction for

the offense. Upon such application, the court shall vacate the record of conviction by:

1. Permitting the applicant to withdraw the applicant's plea of guilty and to enter a plea of not guilty; or if the applicant has been convicted after a plea of not guilty, the court setting aside the verdict of guilty; and
 2. the court dismissing the information, indictment, complaint, or citation against the applicant and vacating the judgment and sentence.
- B. The City of Spokane shall inform the public of the ability of any convicted person to apply for such vacation of conviction.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



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

September 16, 2015

City Clerk File No.:
ORD C35274


COUNCIL ACTION MEMORANDUM

RE: ORDINANCE C35274 RELATING TO THE PROCESS OF FILLING VACANCIES
IN THE POSITION OF POLICE OMBUDSMAN

During its 3:30 p.m. Administrative Session held Monday, August 10, 2015, upon review of the August 10, 2015, Current Agenda, the Spokane City Council took the following action:

Motion by Council Member Snyder, seconded by Council Member Stratton, **to defer** Final Reading Ordinance C35274—relating to the process of filling vacancies in the position of police ombudsman—for 90 days (or to November 9, 2015); **carried unanimously.**

(Clerical Note: Following the August 10, 2015, City Council Meeting, it was discovered that Ordinance C35274 was inadvertently placed on the August 10, 2015, Agenda as a Final Reading Ordinance rather than as a First Reading Ordinance. Ordinance C35274 was initially deferred as a first reading ordinance by City Council on June 22 and then staff inadvertently placed the ordinance as a Final Reading Ordinance on the August 10 Current Agenda, with Council action taken as reflected above. In light of this oversight, the ordinance will be placed under "First Reading Ordinances" on the November 9, 2015, agenda rather than under "Final Reading Ordinances.")


Terri L. Pfister, MMC
Spokane City Clerk



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

June 29, 2015

City Clerk File No.:
ORD C35274

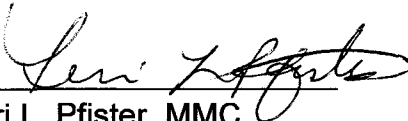
COUNCIL ACTION MEMORANDUM

RE: FIRST READING ORDINANCE C35274 RELATING TO THE PROCESS FOR FILLING VACANCIES IN THE POSITION OF POLICE OMBUDSMAN

During the Spokane City Council's 6:00 p.m. Legislative Session held Monday, June 22, 2015, Council President Stuckart suggested Ordinance C35274 be deferred for six weeks in order to send it to negotiations. Council Member Snyder presented a motion to defer the ordinance in order to give the Administration a chance to speak with the bargaining units about the impact of this ordinance. Subsequently, the following action was taken:

Motion by Council Member Snyder, seconded by Council Member Allen, **to defer** First Reading Ordinance C35274—Relating to the process for filling vacancies in the position of police ombudsman; amending SMC section 04.32.080 and SMC section 04.32.090—for six weeks to give some time for that dialogue (between Administration and the bargaining units) to occur; **carried unanimously.**

(Clerical Note: The deferral of Ordinance C35274 for six weeks falls on Monday, August 3, 2015. The City Council meeting for August 3 has been canceled. Therefore, the matter is instead deferred to Council's August 10, 2015, Agenda.)


Terri L. Pfister, MMC
Spokane City Clerk



Agenda Sheet for City Council Meeting of:
08/10/2015

Date Rec'd	6/10/2015
Clerk's File #	ORD C35274
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	JON SNYDER 6254	Project #	
Contact E-Mail	JSNYDER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 ORD RE VACANCIES FOR POLICE OMBUDSMAN		

Agenda Wording

An ordinance relating to the process for filling vacancies in the position of police ombudsman; amending SMC section 04.32.080 and SMC section 04.32.090.

Summary (Background)

This ordinance amends SMC Section 04.32.080 and SMC Section 04.32.090 to require that the OPO Commission appoint an interim Police Ombudsman (for a term not to exceed six months) within forty-five days of notice regarding a vacancy in the position.

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Approvals		Council Notifications	
Dept Head	STUCKART, BEN	Study Session	
Division Director		Other	
Finance	DAVIS, LEONARD	Distribution List	
Legal	DALTON, PAT		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

ORDINANCE NO. C35274.

An ordinance relating to the process for filling vacancies in the position of police ombudsman; amending SMC section 04.32.080 and SMC section 04.32.090.

The City of Spokane does ordain:

Section 1. That section 04.32.080 of the Spokane Municipal Code to read as follows:

Section 04.32.080 Appointment

- A. Whenever there is a vacancy in the police ombudsman position due to expiration of term, resignation, sickness, death, retirement, conflict of interest, or any other reason, the commission shall, at the next regular meeting following its receipt of notice of the vacancy, form a ((A)) selection committee which shall consist of five members, and which shall forward to the commission its ~~((committee)) will be formed that will recommend~~ recommended list of no more than five (5) ~~((three))~~ candidates for the police ombudsman ~~((OPO))~~ position, one of which shall be selected. ~~((to the commission, one of which must be selected.))~~ The committee shall be composed of:
1. one member appointed by the Spokane Police Officers Guild,
 2. one member appointed by the Lieutenants and Captains Association,
 3. one member appointed by the city council,
 4. one member appointed by the mayor, and
 5. the fifth member selected by the other four members.
- B. ~~((The commission must appoint one of the three individuals recommended by the committee to the OPO position.))~~ The five member selection committee will select the committee's chair.
- C. The commission shall, within forty-five (45) days of its receipt of notice of a vacancy in the police ombudsman position, appoint an interim police ombudsman for a term not to exceed six (6) months. Should a permanent ombudsman not be selected and hired within the term of the interim police ombudsman, the commission may, with the prior approval of the city council, extend the interim police ombudsman's term for three (3) months. If the commission fails to appoint an interim ombudsman, the city council shall appoint an interim ombudsman, to serve until the permanent police ombudsman is hired.
- D. In order to remain prepared for future vacancies, the commission should maintain a list of applicants for the positions of interim and permanent police ombudsman from which future interview pools can be drawn.
- E. Any period of service as interim police ombudsman, by itself, shall not disqualify the person holding that office from being considered for the permanent police ombudsman position.
- F. The selection committee shall, according to its own process and organizing principles, forward a list of no more than five (5) qualified candidates for the position of permanent police ombudsman to the commission no later than one hundred twenty (120) days from the committee's formation. For purposes of this

section, the “committee’s formation” occurs when the final member of the committee is seated.

- G. No later than sixty (60) days after receiving the selection committee’s list of qualified candidates for the position of permanent police ombudsman, the commission shall select one of the individuals on the list for appointment as permanent police ombudsman.

Section 2. That section 04.32.090 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.090 Term

- A. The appointment of the police ombudsman shall be for an initial three-year term.
- B. A current police ombudsman may be reappointed for additional terms not to exceed three years upon reappointment by the commission. If commission does not approve the reappointment prior to the expiration of the appointment term, the appointment term shall expire at the end of the term.
- C. ~~((Should a vacancy in the position occur, due to expiration of term, resignation, sickness, death, retirement, conflict of interest, or any other reason, the commission appoints an interim police ombudsman for a term not to exceed four months, in compliance with the appointment process stipulated in SMC 4.32.080. The selection committee referenced in SMC 4.32.080 must meet within thirty days of notification by the commission of the need to appoint an interim police ombudsman.))~~

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
11/09/2015

Date Rec'd	10/22/2015
Clerk's File #	ORD C35319
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN STUCKART 625-6269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 AN ORDINANCE RELATING TO THE PARKING SYSTEM FUND AND PARKING		

Agenda Wording

An ordinance relating to the parking system fund and Parking Advisory Committee; amending SMC section 07.08.130.

Summary (Background)

This ordinance states that One hundred percent (100%) of the total amount of the parking infraction revenue collected, less the expenditures of the municipal court parking violations program from the prior calendar year, will be transferred from the general fund to the parking system fund. The ordinance makes changes to the Parking Advisory Committee. This 13 member committee will be facilitated by Business Improvement District staff.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	Study Session	
Division Director		Other	Planning and Economic
Finance	DAVIS, LEONARD	Distribution List	
Legal	DALTON, PAT	Dave Steele	
For the Mayor	SANDERS, THERESA	Jon Snyder	
Additional Approvals		Scott Simmons	
Purchasing		Brian McClatchey	

ORDINANCE NO. C-35319_____.

An ordinance relating to the parking system fund and Parking Advisory Committee; amending SMC section 07.08.130.

The City of Spokane does ordain:

Section 1. That section 07.08.130 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.130 Parking System Fund

- A. There is created and shall be maintained in the office of the City Treasurer a special revenue fund designated the "parking system fund." All City parking revenue from on and off street meter systems, miscellaneous parking fees, permits, etc., along with other sums appropriated in the budget from the City general fund shall be deposited into the fund upon receipt. ~~((For the remainder of 2013, all parking infraction revenue collected over and above the budgeted infraction revenues for the year (one million four hundred fifty five thousand dollars) shall be deposited in the fund. Starting in 2014, an amount equal to one))~~ One hundred percent (100%) of the total amount of the parking infraction revenue collected, less the expenditures of the municipal court parking violations program from the prior calendar year, will be transferred from the general fund to the parking system fund.
- B. Money deposited into the fund shall be accumulated or expended to pay for operations and maintenance of the parking system, to include parking enforcement and collections, the parking violation system and to maintain, improve, and enhance the customer environment in those areas where parking revenue is generated within the City.
- C. City Council priorities for expenditures from the parking system fund are parking system investments, parking environment improvements, administration, and safety and security of the parking system. For purposes of this section, "parking environment" shall mean all infrastructure in the public right-of-way that contributes to the interface between the downtown resident, visitor or worker and the downtown built environment. This infrastructure includes, but is not limited to, parking stalls, payment systems, parking asset management, streetscapes (including landscaping and pedestrian lighting investments), street furniture, wayfinding systems, public safety, vehicle, bicycle, and pedestrian rights-of-way, public spaces, gateways and all other aspects of downtown common areas, which contribute to the overall experience of downtown.
- D. Parking Advisory Committee.
 - 1. A thirteen-member parking advisory committee ~~((, formed by the Downtown Spokane Partnership,))~~ will be created to advise the City on

investments in the parking environment, policy, and rate-setting as informed by the downtown parking study. The committee shall be facilitated by Business Improvement District staff and shall be composed of the following ~~((will contain representation from a variety of downtown))~~ stakeholders to be appointed by the City Council:~~((, including))~~ one (1) downtown property owner, ~~((owners,))~~ one (1) owner of a large downtown business, ~~((and))~~ one (1) owner of a downtown small business, ~~((owners,))~~ one (1) resident of downtown, ~~((residents and workers,))~~ one (1) downtown worker, one (1) designee from Spokane Transit Authority, one (1) representative of the Arts community; three (3) members chosen at the discretion of the Business Improvement District; two (2) city council members in non-voting, ex officio roles; and the (1) Parking Services Manager in a non-voting, ex officio role. The committee members shall serve staggered terms of three (3) years. The committee chair shall be elected by a vote of the committee and shall serve a (1) year term, however, the Committee may vote to extend the chairperson's term by (1) additional year.

2. The Committee shall propose to the City Council, on an annual basis, a set of recommended projects to improve the downtown parking environment, guidance on parking rate-setting, and other public policy recommendations concerning the downtown parking system, as well as a description and analysis of the outcomes of the prior years' parking fund investments.
3. In forming its recommendations, the Parking Advisory Committee shall observe the following process:
 - a. City Council and the City administration, through their ex-officio Committee positions, shall provide the Committee with priorities for the Committee's consideration during their annual project planning process.
 - b. With consideration given to the input received in this process from City Council and the Administration, The Committee shall develop an ~~((An))~~ annual recommended budget and capital project list for the parking system fund, ~~((will be created by the asset management department in conjunction with the advisory committee recommendations and approved annually by the city council.))~~ This list will be presented to the City Council on or before November 1 of each year. The City Council shall then consider for approval the list of projects and recommended investments as part of the normal annual budget process. Projects will be placed in the six-year capital program as needed. ~~((The parking advisory committee and city staff will report annually on outcomes of parking fund investments.))~~
 - c. ~~((The City Council,))~~ the parking advisory committee~~((and staff)),~~ in collaboration with City Council and staff Committee designees, will develop a set of indicators that will track downtown vitality as a

result of improvements made from parking system fund investments. These data will be available in the annual report.

- d. Notwithstanding any other recommendations or policy suggestions, the committee shall include the following goals in its report and track their progress: (1) the establishment of a parking system fund reserve of \$500,000, and (2) the set-aside of not less than ten percent (10%) of the parking system fund for the support of emergency projects in the downtown parking environment.

- E. ~~((In 2014, the annual cost of two dedicated downtown neighborhood conditions (NCO) police officers will be funded out of parking system revenues. In 2015, the annual cost of one NCO officer will be funded out of parking system revenues.))~~

-

- E. Any available parking funds must first be used to cover the debt service on Series 2005B LTGO bonds or any subsequent refinancing of these bonds.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



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

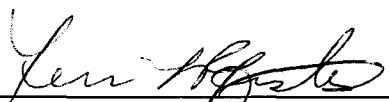
October 19, 2015

City Clerk File No.:
FIN 2015-0001

COUNCIL ACTION MEMORANDUM

RE: SETTING PUBLIC HEARINGS (1) ON POSSIBLE REVENUE SOURCES FOR THE 2016 BUDGET and (2) FOR REVIEW OF THE 2016 PROPOSED BUDGET

During its 3:30 p.m. Administrative Session held Monday, October 19, 2015, the Spokane City Council, upon consideration of the October 19 Current Consent Agenda, unanimously approved the setting of hearings (1) on possible revenue sources for the 2016 Budget for November 2, 2015, and (2) for review of the 2016 Proposed Budget beginning Monday, November 9, 2015, and continuing thereafter at the regular council meetings during the month of November.



Terri L. Pfister, MMC
Spokane City Clerk

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

11/9/2015

<u>Date Rec'd</u>	10/7/2015
<u>Clerk's File #</u>	FIN 2015-0001
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	FINANCE
<u>Contact Name/Phone</u>	TIM DUNIVANT 625-6845
<u>Contact E-Mail</u>	TDUNIVANT@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Hearings
<u>Agenda Item Name</u>	0410 - SET BUDGET HEARINGS

Agenda Wording

Setting the hearings for review of the 2016 Proposed Budget beginning Monday, November 9, 2015 and continuing thereafter at the regular council meetings during the month of November.

Summary (Background)

As part of the annual budget process, the City Council will hold public hearings on the proposed 2016 budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The first hearing will be held on November 9, 2015 and are currently scheduled to continue each Monday during the month of November. The Council may continue the hearing up to the 25th day prior to the beginning of the next fiscal year.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Select \$	#
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DUNIVANT, TIMOTHY	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	tdunivant@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	cmarchand@spokanecity.org	

<u>Additional Approvals</u>	
<u>Purchasing</u>	