

CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM

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

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month.**

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

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

- 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.
- 2.2.6 In an effort to encourage wider participation in open forum so that the Council can hear a wide array of citizen comment, no person shall be permitted to speak at open forum more often than once per month. However, this limitation has no effect on the public comment rules concerning items on the Council's current 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, as specified in Rules 5.3 and 5.4.

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, including but not limited to demonstrations, banners, applause, profanity, vulgar language, or personal insults 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, MARCH 28, 2016

MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

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. Value Blanket Orders with:

Approve
All

- a. Skildril Industries (Randleman, NC) for miscellaneous breakaway sign post supports for the Street Department, Signs & Markers, estimated annual expenditure—\$95,000 (incl. tax).

OPR 2016-0253
BID 4223-16

Mark Serbousek

- b. Traffic Safety Supply Co. (Portland, OR) for an annual supply of miscellaneous Type IV Prismatic Stop Signs and Aluminum Sign Blanks—estimated annual expenditure \$80,000 (incl. tax).

OPR 2016-0255
BID 4230-16

Mark Serbousek

- c. Specialty Asphalt (Spokane, WA) using WA State Contract #01211 for SA Premier hot-pour rubberized crack sealant, estimated annual expenditure—\$111,000 (incl. tax).

OPR 2016-0256

Mark Serbousek

- d. Nuvo Gap B Product from Specialty Asphalt (Spokane, WA) using WA State Contract #01211—estimated annual expenditure \$80,000.00 (incl. tax). **Mark Serbousek**

OPR 2016-0257

2. Annual Value Blanket orders for traffic paint from: **Approve All**
- a. Ennis-Flint (Ennis, TX) using Washington State Contract #07609. **OPR 2016-0258**
 - b. Alpine Products (Auburn, WA) using Pierce County Bid #809. **OPR 2016-0269**
- Total not to exceed \$95,000.
- Mark Serbousek**
3. Renew Value Blanket Order with Flint Trading (Thomasville, SC) for Preformed Thermoplastic Products for the Street Department, Signs & Markers, estimated annual expenditure—\$85,000 (incl. tax). **Approve** **OPR 2016-0254**
BID 3845-12
- Mark Serbousek**
4. Additional purchase of one 2016 Freightliner M2-108SD Truck Chassis from Freedom Truck Centers (Spokane, WA) for Fleet Services—\$92,748.50 (incl. tax). **Approve** **OPR 2010-0585**
BID 3709-10
- Steven Riggs**
5. Purchases of: **Approve All**
- a. One Etnyre Centennial 2000 gallon asphalt distributor with options from R.B. Everett & Co. (Pasadena, TX) accessing HGAC Buy Contract #SM10-14—\$112,013.45 (incl. tax). **OPR 2016-0259**
 - Steven Riggs**
 - b. One Tymco Street Sweeper from TYMCO, Inc. (Waco, TX) accessing HGAC Buy Contract #SW04-14—\$281,887.65 (incl. tax). **OPR 2016-0260**
 - Steven Riggs**
 - c. Twenty-four light bars from McLoughlin & Eardley Group (Sirennet) (Portland, OR) for Fleet Services—\$62,532.94 (incl. tax). **OPR 2016-0261**
BID 4228-16
 - Steven Riggs**
 - d. 1,328 trees from J. Frank Schmidt & Son Co. (Boring, OR) for the Residential Tree Program for 2016, not to exceed—\$43,000. **OPR 2016-0262**
 - Damon Hunter**
 - e. Superheater Pendants and required ancillary parts from Helfrich Brothers (Lawrence, MA) for Solid Waste Department, not to exceed—\$1,200,000 (incl. tax). **OPR 2016-0263**
BID 4074-14
 - Chuck Conklin**
 - f. 126-ton Chiller unit from Sno Valley Process Solutions (Spokane, WA) for the Intermodal Facility which is managed by Kiemle & Hagood Property Management—\$93,428.74 (incl. tax). **OPR 2016-0266**
 - Ed Lukas**

- | | | | |
|-----|---|-----------------------------------|------------------------------|
| 6. | Low Bids of: | Approve
All | |
| a. | Shamrock Paving, Inc. (Spokane, WA) for Residential Chip Seal Program 2016—\$593,915. An administrative reserve of \$59,391.50, which is 10% of the contract price, will be set aside. (Various Neighborhoods) | | PRO 2016-0013
ENG 2016043 |
| b. | Schimmels Construction (Spokane, WA) for Hazel's Creek Downstream Stormwater Improvements—\$1,369,870.40. An administrative reserve of \$136,987.04, which is 10% of the contract price, will be set aside. (Southgate Neighborhood) | | PRO 2016-0014
ENG 2013055 |
| | Dan Buller | | |
| 7. | Contract Extension No. 3 with Kemira Water Solutions, Inc. (Spokane, WA) for Liquid Aluminum Sulfate through March 31, 2017—\$1,275,050 (incl. tax). | Approve | OPR 2013-0213
BID 3979-13 |
| | Mike Coster | | |
| 8. | Contract Extension with Evoqua Water Technologies LLC (Sarasota, FL) to supply Bioxide® through March 31, 2017—\$184,405.55 (incl. tax). | Approve | OPR 2014-0451 |
| | Mike Coster | | |
| 9. | Contract Extension No. 1 with Polydyne Inc. (Riceboro, GA) to supply dry and liquid polymer to the Riverside Park Water Reclamation Facility through February 29, 2017—\$291,121.97 (incl. tax). | Approve | OPR 2014-0297
BID 3979-13 |
| | Mike Coster | | |
| 10. | Loan Agreement & other documents with East Central Community Organization (Spokane, WA) for construction of 1st Avenue Duplex, 2418 East 1st Avenue—\$193,345 HOME CHDO funds. (East Central) | Approve | OPR 2016-0265 |
| | Melora Sharts | | |
| 11. | Contract with Journal Technologies, Inc. (Logan, UT) for Annual Support and Upgrades of Justware Case Management Software and Annual Subscription of Business Intelligence from April 1, 2016 through March 31, 2017—\$99,466.62 (incl. tax). | Approve | OPR 2016-0267 |
| | Michael Sloon | | |
| 12. | Contract with Willis of Seattle, Inc. (Seattle, WA) as Broker of Record for the City from April 1, 2016 through March 31, 2021—\$60,000 per year. | Approve | OPR 2016-0268
RFP 4175-15 |
| | Tim Dunivant | | |
| 13. | Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2016, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payment | CPR 2016-0002 |

14. City Council Meeting Minutes: _____, 2016

Approve
All

CPR 2016-0013

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

Design Review Board : One Reappointment

Confirm

CPR 1993-0069

Northeast Public Development Authority: One
Appointment

Confirm

CPR 2012-0032

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

LEGISLATIVE AGENDA

EMERGENCY BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance No. C35376 amending Ordinance No. C35322 passed by the City Council November 23, 2015, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

General Fund

FROM: Unappropriated Reserves, \$15,000,

TO: City Council—Contractual Services, same amount;

Council President Stuckart

(This action makes funds available for a Main Avenue study.)

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

- | | |
|--------------------------------|--|
| RES 2016-0032
OPR 2016-0270 | Declaring Nalco Chemical Company a sole source provider of conditioning chemicals (and associated equipment) for use in the high pressure boilers and steam system at the Riverside Park Water Reclamation Facility and authorizing the purchase of conditioning chemicals (and associated equipment) from Nalco Chemical Company for \$331,800 including tax and shipping without public bidding for a five-year term. Mike Coster |
| RES 2016-0033 | To initiate an East Sprague Parking and Business Improvement Area. (Relates to Resolution 2016-0034 and First Reading Ordinance C35377) Boris Borisov |
| RES 2016-0034 | Of intention to establish an East Sprague Parking and Business Improvement Area. (Relates to Resolution 2016-0033 and First Reading Ordinance C35377) Boris Borisov |

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35377 Establishing and codifying an East Sprague Parking and Business Improvement Areas; and adopting a new chapter 4.31C to Title 4 of the Spokane Municipal Code. (Relates to Resolutions 2016-0033 and 2016-0034)

Boris Borisov

ORD C35378 Relating to the Spokane Transportation Benefit District; amending sections 8.16.010, 8.16.060, and 8.16.070 of the Spokane Municipal Code.

Council Member Waldref

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for March 28, 2016
(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.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

ADJOURNMENT

The March 28, 2016, Regular Legislative Session of the City Council is adjourned to April 11, 2016.

Note: The regularly scheduled City Council meeting for Monday, April 4, 2016, has been canceled.

NOTES



Agenda Sheet for City Council Meeting of:
03/28/2016

Date Rec'd	3/16/2016
Clerk's File #	OPR 2016-0253
Renews #	
Cross Ref #	
Project #	
Bid #	BID #4223-16
Requisition #	VB
Agenda Item Name	1100 - STREET DEPT PURCHASE OF BREAKAWAY SIGN POST SUPPORTS

Agenda Wording

Value Blanket Order with Skildril Industries (Randleman, NC) for miscellaneous breakaway sign post supports for the City of Spokane Street Department, Signs & Markers Division - Estimated Annual Expenditure \$95,000.00 incl tax

Summary (Background)

On 2/15/16 sealed bids were opened to provide the City of Spokane Streets Department with an annual supply of breakaway sign post supports to be purchased as needed throughout the year. There were two (2) responses with Skildril being the lowest responsive bidder. The Signs & Markers section is responsible for installation, maintenance and timely replacement of traffic signing that has become worn out, damaged and removed.

Fiscal Impact

Budget Account

Expense	\$ various	# 95,000.00
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Council Notifications

<u>Dept Head</u>	SERBOUSEK, MARK	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 3/14/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	TPRINCE	
<u>For the Mayor</u>	SANDERS, THERESA	MEVELAND	
<u>Additional Approvals</u>		TAXES & LICENSES	
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Street Department
March 14, 2016

Subject

Approval of a 1-year Value Blanket Order for breakaway sign post supports, from Skidril Industries, Randleman, North Carolina, using City of Spokane Bid #4223-16, not to exceed \$95,000.00.

Background

The Street Department worked with the Purchasing Department in producing a Request For Bid (#4223-16); which was awarded to Skidril Industries. These devices have been approved as crashworthy break away sign post supports, meeting FHWA's 1993 NCHRP 350 Report.

Impact

The Signs and Markers Section is responsible for installation, maintenance and timely replacement of traffic signing that has become worn out, damaged or removed. Signs and Markers performs over 10,000 maintenance functions each year. The production, installation and maintenance of the 89,412 traffic signs is part of Street Department's Signs and Markers annual tasks.

Action

Approve the use of a Value Blanket Order using Bid #4223-16, for the purchase of breakaway sign post supports from Skidril Industries, on an "as needed" basis.

Funding

This has been programmed in to the Street Department's 2016 budget and the budget code is 1100-21400-42640-54850.

BID #4223-16		BREAK-OUT DISTRIBUTORS	NATIONAL BARRICADE & SIGN 6602 E MAIN SPOKANE WA 99212		SKIDRIL INDUSTRIES INC. 235 LABRADOR DR RANDLEMAN NC 27317	
ITEM	QTY		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1000	SKIDRIL BOS200-12A COMPLETE BREAKOUT SETS (PKG 16/SPK)	\$ 39.55	\$ 39,550.00	\$ 37.77	\$ 37,770.00
2	700	SKIDRIL HDAA (PKG 6/PK)	\$ 18.25	\$ 12,775.00	\$ 17.40	\$ 12,180.00
3	600	SKIDRIL BOS200-12A "TOP ONLY" SETS	\$ 31.00	\$ 18,600.00	\$ 29.00	\$ 17,400.00
4	2000	SKIDRIL WT0500 INT/EXT WASHERS	\$ 0.97	\$ 1,940.00	\$ 0.87	\$ 1,740.00
5	1500	SKIDRIL SEAL WASHERS	\$ 0.55	\$ 825.00	\$ 0.58	\$ 870.00
6	100	WEDGE BOLT 1/2" x 2.25" (Red)	\$ 2.25	\$ 225.00	\$ 2.37	\$ 237.00
7	32	SM1-200 SURFACE MOUNT 2"	\$ 92.10	\$ 2,947.20	\$ 87.04	\$ 2,785.28
8	48	BOS200-12C BREAKOUT SQ 2"	\$ 31.00	\$ 1,488.00	\$ 22.16	\$ 1,063.68
SUB TOTAL				\$ 78,350.20		\$ 74,045.96
SALES TAX - 8.7%				\$ 6,816.47	USE TAX	\$ 6,441.99
GRAND TOTAL				\$ 85,166.67		\$ 80,487.95
DELIVERY			APPROX 8-10 WEEKS FRO-PARTIALS AVAILABLE ON SOME ITEMS		ESTIMATED 60 DAYS FRO	
CREDIT CARD			NO		YES	



Agenda Sheet for City Council Meeting of:
03/28/2016

Date Rec'd	3/16/2016
Clerk's File #	OPR 2016-0255
Renews #	
Cross Ref #	
Project #	
Bid #	BID #4230-16
Requisition #	VB

Submitting Dept	STREET
Contact Name/Phone	MARK SERBOUSEK 232-8810
Contact E-Mail	MSERBOUSEK@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	1100 - STREET DEPARTMENT PURCHASE OF ALUMINUM SIGN BLANKS & STOP SIGNS

Agenda Wording

Approval of Blanket Order with Traffic Safety Supply Co. (Portland, OR) for an annual supply of miscellaneous Type IV Prismatic Stop Signs and Aluminum Sign Blanks - Estimated annual expenditure not to exceed \$80,000 incl tax

Summary (Background)

On 2/22/16 sealed bids were opened to provide the City of Spokane Street Department - Signs & Markers section with miscellaneous Type IV Prismatic Stop Signs and Aluminum Sign Blanks to be purchased on an "as needed" basis. Seven (7) responses were received with Traffic Safety Supply being the lowest responsive bidder. Signs & Markers manufactures over 4,000 traffic signs each year.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 80,000.00	#	1100-21400-42640-54850
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SERBOUSEK, MARK	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 3/14/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	TPRINCE	
<u>For the Mayor</u>	SANDERS, THERESA	MEVELAND	
<u>Additional Approvals</u>		TAXES & LICENSES	
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Street Department
March 14, 2016

Subject

Approval of a 1-year Value Blanket Order for aluminum Sign Blanks, from Traffic Safety Supply Co., Portland, Oregon, using City of Spokane Bid #4230-16, not to exceed \$80,000.00.

Background

The Street Department worked with the Purchasing Department in producing a Request For Bid (#4230-16); which was awarded to Traffic Safety Supply Co.

Impact

The Signs and Markers Section is responsible for installation, maintenance and timely replacement of traffic signing that has become worn out or damaged. Signs and Markers manufactures over 4,000 traffic signs each year. The production, installation and maintenance of the 89,412 traffic signs is part of Street Department's Signs and Markers annual tasks.

Action

Approve the use of a Value Blanket Order using Bid #4230-16, for the purchase of aluminum Sign Blanks from Traffic Safety Supply Co., on an "as needed" basis.

Funding

This has been programmed in to the Street Department's 2016 budget and the budget code is 1100-21400-42640-54850.

* = Sheeted with White Type IV High Intensity Prismatic Reflective Sheeting
** = Sheeted with Orange Type X High Intensity Prismatic Reflective Sheeting

4230-16 TYPE IV PRISMATIC STOP SIGNS & ALUMINUM SIGN BLANKS			National Barricade		Kolob Industries LLC		Zumar Industries Inc.		Traffic Safety Supply		Lightle Enterprises of Ohio		Intermountain Sign & Safety		Newman Signs	
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
TYPE IV PRISMATIC STOP SIGNS																
1	1000	30" TYPE IV - INKED	\$ 29.22	\$ 29,220.00	\$ 30.25	\$ 30,250.00	\$ 27.25	\$ 27,250.00	\$ 25.20	\$ 25,200.00	\$ 27.78	\$ 27,780.00	\$ 24.50	\$ 24,500.00	\$ 26.30	\$ 26,300.00
2	1000	30" TYPE IV - FILMED	\$ 45.11	\$ 45,110.00	\$ 37.15	\$ 37,150.00	\$ 36.95	\$ 36,950.00	\$ 35.50	\$ 35,500.00	\$ 33.90	\$ 33,900.00	\$ 37.35	\$ 37,350.00	\$ 40.60	\$ 40,600.00
SUB TOTAL				\$ 74,330.00		\$ 67,400.00		\$ 64,200.00		\$ 60,700.00		\$ 61,680.00		\$ 61,850.00		\$ 66,900.00
Wash State Sales Tax				\$ 6,466.71		\$ 5,863.80		\$ 5,585.40		\$ 5,280.90	use tax	\$ 5,366.16		\$ 5,380.95		\$ 5,811.60
TOTAL				\$ 80,796.71		\$ 73,263.80		\$ 69,785.40		\$ 65,980.90		\$ 67,046.16		\$ 67,230.95		\$ 72,711.60
ALUMINUM SIGN BLANKS																
ITEMS IN .125 GAUGE																
1	150	*42X09 RECT 1-1/2" CR, 7" HC, 1" HCFE	\$ 18.08	\$ 2,712.00	\$ 16.87	\$ 2,530.50	\$ 20.50	\$ 3,075.00	\$ 15.28	\$ 2,292.00	\$ 12.41	\$ 1,861.50	\$ 16.40	\$ 2,460.00	\$ 16.27	\$ 2,440.50
2	70	*48x09 RECT 1-1/2" CR, 7" HC, 1" HCFE	\$ 20.24	\$ 1,416.80	\$ 19.31	\$ 1,351.70	\$ 22.50	\$ 1,575.00	\$ 17.46	\$ 1,222.20	\$ 14.19	\$ 993.30	\$ 18.60	\$ 1,302.00	\$ 18.22	\$ 1,275.40
3	50	08X10 RECT 3/4" CR, 8" HC, 1" HCFE	\$ 6.21	\$ 310.50	\$ 2.53	\$ 126.50	\$ 8.00	\$ 400.00	\$ 2.92	\$ 146.00	\$ 1.80	\$ 90.00	\$ 2.25	\$ 112.50	\$ 5.59	\$ 279.50
ITEMS IN .080 GAUGE																
1	1500	*18x06 RECT 1-1/2" CR, 4" HC, 1" HCFE	\$ 5.92	\$ 8,880.00	\$ 3.62	\$ 5,430.00	\$ 7.95	\$ 11,925.00	\$ 3.32	\$ 4,980.00	\$ 3.55	\$ 5,325.00	\$ 4.40	\$ 6,600.00	\$ 5.53	\$ 8,295.00
2	750	*30X09 RECT 1-1/2" CR, 7" HC, 1" HCFE	\$ 10.56	\$ 7,920.00	\$ 9.05	\$ 6,787.50	\$ 12.90	\$ 9,675.00	\$ 8.31	\$ 6,232.50	\$ 8.87	\$ 6,652.50	\$ 9.40	\$ 7,050.00	\$ 9.50	\$ 7,125.00
3	150	*36X09 RECT 1-1/2" CR, 7" HC, 1" HCFE	\$ 12.09	\$ 1,813.50	\$ 10.84	\$ 1,626.00	\$ 14.55	\$ 2,182.50	\$ 9.97	\$ 1,495.50	\$ 10.64	\$ 1,596.00	\$ 11.05	\$ 1,657.50	\$ 10.88	\$ 1,632.00
4	250	12X18 RECT 1-1/2" CR, 15" HC, 1-1/2" HCFE	\$ 5.14	\$ 1,285.00	\$ 3.90	\$ 975.00	\$ 4.25	\$ 1,062.50	\$ 4.13	\$ 1,032.50	\$ 4.43	\$ 1,107.50	\$ 3.90	\$ 975.00	\$ 4.63	\$ 1,157.50
5	20	12X24 RECT 1-1/2" CR, 18" HC, 3" HCFE	\$ 6.41	\$ 128.20	\$ 5.20	\$ 104.00	\$ 9.25	\$ 185.00	\$ 5.50	\$ 110.00	\$ 5.90	\$ 118.00	\$ 5.10	\$ 102.00	\$ 5.77	\$ 115.40
6	100	18X18 SQUARE 1-1/2" CR, 15" HC, 1-1/2" HCFE	\$ 7.03	\$ 703.00	\$ 5.86	\$ 586.00	\$ 7.15	\$ 715.00	\$ 6.19	\$ 619.00	\$ 6.64	\$ 664.00	\$ 6.00	\$ 600.00	\$ 6.33	\$ 633.00
7	6	18X30 RECT 1-1/2" CR, 24" HC, 3" HCFE	\$ 10.82	\$ 64.92	\$ 9.75	\$ 58.50	\$ 20.00	\$ 120.00	\$ 10.31	\$ 61.86	\$ 11.10	\$ 66.60	\$ 9.45	\$ 56.70	\$ 9.74	\$ 58.44
8	20	24X18 RECT 1-1/2" CR 15", 1-1/2" HCFE	\$ 8.92	\$ 178.40	\$ 7.80	\$ 156.00	\$ 11.00	\$ 220.00	\$ 8.25	\$ 165.00	\$ 8.86	\$ 177.20	\$ 7.60	\$ 152.00	\$ 8.03	\$ 160.60
9	16	24X24 SQUARE 1-1/2" CR, 18" HC, 3" HCFE	\$ 11.44	\$ 183.04	\$ 10.39	\$ 166.24	\$ 15.00	\$ 240.00	\$ 11.00	\$ 176.00	\$ 11.80	\$ 188.80	\$ 10.10	\$ 161.60	\$ 10.30	\$ 164.80
10	50	24X24 DIAMOND 1-1/2" CR, 24" HC, 4-11/32" HCFE	\$ 11.44	\$ 572.00	\$ 10.39	\$ 519.50	\$ 11.00	\$ 550.00	\$ 11.00	\$ 550.00	\$ 11.80	\$ 590.00	\$ 10.10	\$ 505.00	\$ 10.30	\$ 515.00
11	40	24X36 RECT 1-1/2" CR, 30" HC, 3" HCFE	\$ 16.50	\$ 660.00	\$ 15.58	\$ 623.20	\$ 16.40	\$ 656.00	\$ 16.50	\$ 660.00	\$ 17.70	\$ 708.00	\$ 15.05	\$ 602.00	\$ 14.85	\$ 594.00
12	15	30X12 RECT 1-1/2" CR, 9" HC, 1-1/2" HCFE	\$ 7.67	\$ 115.05	\$ 6.50	\$ 97.50	\$ 13.50	\$ 202.50	\$ 6.88	\$ 103.20	\$ 7.38	\$ 110.70	\$ 6.35	\$ 95.25	\$ 6.90	\$ 103.50
13	60	30X30 DIAMOND 1-7/8" CR, 30" HC, 5-7/16" HCFE	\$ 17.13	\$ 1,027.80	\$ 16.22	\$ 973.20	\$ 16.50	\$ 990.00	\$ 17.19	\$ 1,031.40	\$ 18.45	\$ 1,107.00	\$ 15.65	\$ 939.00	\$ 15.42	\$ 925.20
14	6	36X36 RECT 1-7/8" CR, 30" HC, 3" HCFE	\$ 20.30	\$ 121.80	\$ 19.46	\$ 116.76	\$ 31.00	\$ 186.00	\$ 20.63	\$ 123.78	\$ 22.10	\$ 132.60	\$ 18.75	\$ 112.50	\$ 18.27	\$ 109.62
15	12	48X24 RECT 1-1/2" CR, 18" HC, 3" HCFE	\$ 21.56	\$ 258.72	\$ 20.78	\$ 249.36	\$ 34.00	\$ 408.00	\$ 22.00	\$ 264.00	\$ 23.60	\$ 283.20	\$ 20.00	\$ 240.00	\$ 19.40	\$ 232.80
SUB TOTAL				\$ 28,350.73		\$ 22,477.46		\$ 34,367.50		\$ 21,264.94		\$ 21,771.90		\$ 23,723.05		\$ 25,817.26
Wash State Sales Tax				\$ 2,466.52		\$ 1,955.54		\$ 2,989.98		\$ 1,850.05	use tax	\$ 1,894.16		\$ 2,063.91		\$ 1,898.51
TOTAL				\$ 30,817.25		\$ 24,433.00		\$ 37,357.48		\$ 23,114.99		\$ 23,666.06		\$ 25,786.96		\$ 27,715.77
Does vendor process materials themselves or subcontract: If Subcontracted - to whom?			Subcontract Newman Traffic Signs		in house		in house		in house		subcontract Stella Products		subcontract Grimco Inc.		in house	
					purchase already pretreated		purchase already alodized		subcontract		subcontract		Subcontract		in house	
Does vendor alodize the materials or subcontract: If Subcontracted - to whom?			Subcontract Newman Traffic Signs						Aluminum supplier		U.S. Standard Signs		Grimco Inc.			
DELIVERY			4-5 weeks		21 days FRO		30 days FRO		30 days FRO		30-60 days FRO		30 days FRO		21-28 days FRO	
TOTAL STOP SIGNS & ALUMINUM BLANKS			\$111,613.96		\$ 97,696.80		\$107,142.88		\$89,095.89		\$90,712.22		\$93,017.91		\$100,427.37	
ADDITIONAL PURCHASES			yes - minimums apply		yes		no		yes		No		yes		No	



Agenda Sheet for City Council Meeting of:
03/28/2016

Date Rec'd	3/16/2016
Clerk's File #	OPR 2016-0256
Renews #	
Cross Ref #	
Project #	
Bid #	STATE CONTRACT
Requisition #	VALUE BLANKET

Submitting Dept	STREET
Contact Name/Phone	MARK SERBOUSEK 232-8810
Contact E-Mail	MSERBOUSEK@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	1100-STREET DEPT PURCHASE OF SA PREMIER HOT-POUR RUBERIZED CRACK SEALANT

Agenda Wording

Approval of a one-year value blanket order to Specialty Asphalt (Spokane, Wa) using Wa State Contract # 01211 for SA Premier hot-pour rubberized crack sealant for an estimated annual expenditure not to exceed \$111,000.00 incl tax.

Summary (Background)

Crack sealant is one of the pavement preservation tools that the Street Department uses to extend the life of the roadways within the City. With the passing of the Transportation Benefit District (TBD) \$20 license tab fee and the recommendation of the Citizen's Transportation Advisory Board (CTAB) we know crack seal both arterial and residential streets. We plan to crack seal approximately 500,000 linear feet in 2016.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 110,000.00	#	various
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SERBOUSEK, MARK	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 3/14/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	TPRINCE	
<u>For the Mayor</u>	SANDERS, THERESA	STHORNTON	
<u>Additional Approvals</u>		TAXES & LICENSES	
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Street Maintenance
March 14, 2016

Subject

Approval of a one year Value Blanket Order for SA Premier hot-pour rubberized sealant from Specialty Asphalt (Spokane Wa.) using State Contract #01211, not to exceed \$111,000.

Background

SA Premier hot-pour rubberized crack sealant is used to crack seal streets on an approximate five year cycle. We plan to use about 135,000 lbs. on both the arterial and residential streets this year. The SA Premier Rubberized Crack Sealant cost is \$0.80 per pound.

Impact

The Street Department started a maintenance crack seal program in 2003 on arterial streets.

The residential crack seal program started in 2012 as part of the Transportation Benefit District (TBD) funding.

Crack sealing extends the life of the pavement by reducing the amount of moisture that infiltrates the subgrade, which reduces the impacts of the freeze/thaw cycles during winter months.

We plan to crack seal approximately 500,000 linear feet in 2016.

Action

Approval of a one year blanket order using for SA Premier using State Contract #01211, on “as-needed” bases.

Funding

Funding for this is included in the 2016 street operation and maintenance budget.



Agenda Sheet for City Council Meeting of:
03/28/2016

Date Rec'd	3/16/2016
Clerk's File #	OPR 2016-0257
Renews #	
Cross Ref #	
Project #	
Bid #	WA STATE CONTRACT
Requisition #	VB

Submitting Dept	STREET
Contact Name/Phone	MARK SERBOUSEK 232-8810
Contact E-Mail	MSERBOUSEK@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	1100-STREET DEPT PURCHASE OF NUVO GAP

Agenda Wording

Approval of one year value blanket order for Nuvo Gap B Product from Specialty Asphalt (Spokane, WA) using Wa State Contract #01211 for an estimated annual expenditure not to exceed \$80,000.00 incl tax

Summary (Background)

Nuvo Gap is the crack sealing material that is used on the wider and deeper cracks found on the residential streets. In 2013 we started using Nuvo Gap in deep wide cracks (1 inch or wider) to aid in the drivability and smoothness of streets and preservation and extension of the life cycle of these streets. We will be filling approximately 200,000 lineal feet of crack using this product.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 80,000.00	#	various
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SERBOUSEK, MARK	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 3/14/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	TPRINCE	
<u>For the Mayor</u>	SANDERS, THERESA	STHORNTON	
<u>Additional Approvals</u>		TAXES & LICENSE	
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Street Maintenance
March 14, 2016

Subject

Approval of a one year Value Blanket Order for Nuvo Gap B Product from Specialty Asphalt (Spokane, Wa) using State #01211, not to exceed \$80,000.

Background

Nuvo Gap is the crack sealing material that is used on the wider and deeper cracks found on the residential streets. It cost \$0.78 per pound and we plan to use about 90,000 pounds of this material.

Impact

We started a residential crack sealing program in 2012 to preserve residential streets and extend their life cycle as part of the Transportation Benefit District (TBD) program.

In 2013, we started using Nuvo Gap in deep wide cracks (1 inch or wider) to aid in the drivability and smoothness of streets and preservation and extension of the life cycle of these streets. We will be able fill approximately 200,000 lineal feet of crack using this product.

Action

Approve this value blanket for NUVO GAP using state contract #01211, on “as-needed” bases.

Funding

Funding for this is included in the 2016 street operation and maintenance budget.



Agenda Sheet for City Council Meeting of:
03/28/2016

Date Rec'd	3/16/2016
Clerk's File #	OPR 2016-0258
Renews #	
Cross Ref #	
Project #	
Bid #	STATE CONTRACT
Requisition #	VALUE BLANKET

Submitting Dept	STREET
Contact Name/Phone	MARK 232-8810
Contact E-Mail	MSERBOUSEK@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	1100-STREET DEPT PURCHASE OF TRAFFIC PAINT

Agenda Wording

Approval of annual value blanket orders for traffic paint. Due to supply issues in 2010-2011 The City is sourcing from two (2) different vendors. a) Ennis-Flint (Ennis, TX) using Washington State Contract #07609

Summary (Background)

The Signs & Markers section maintains over 3.2 million linear feet of lane striping, 766 cross walks, 700 stop bars and 543 roadway stencils in paint each year. The installation and maintenance of lane lines, marked crossings and other pavement marking is part of Street Department's annual tasks. Roadway markings provide important information to all roadway users, increasing safety and the efficient movement to the traveling public.

Fiscal Impact		Budget Account	
Expense	\$ 95,000.00	#	various
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
<u>Dept Head</u>	SERBOUSEK, MARK	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 3/14/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	TPRINCE	
<u>For the Mayor</u>	SANDERS, THERESA	TAXES & LICENSES	
Additional Approvals			
<u>Purchasing</u>	PRINCE, THEA		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

b) Alpine Products (Auburn, WA) using Pierce County Bid #809. Estimated annual expenditure between both vendors not to exceed \$95,000.00 including tax.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Public Works Committee
Street Department
March 14, 2016

Subject

Approval of a 1-year Value Blanket Order for Traffic Paint from Alpine Products Inc., Auburn, WA, using Washington State Contract (#07609), and Pierce County contract (Bid #809), not to exceed \$95,000.00

Background

Due to supply issues in 2010-2011, the City is sourcing paint from multiple vendors.

Working with the Purchasing Department, the Street Department will use the approved Washington State contract (#07609), or Pierce County contract (Bid #809), for purchasing traffic paint.

The Washington State contract was awarded to Ennis-Flint, Ennis, TX (Local Agency vendor was assigned to Alpine Products Inc.). The current contract has been extended through January 26, 2017. 2015 prices were extended for 2016.

The Pierce County contract was awarded to Alpine Products Inc., Auburn, WA (manufactured by Ennis-Flint). The current contract has been extended through April 16, 2017.

Impact

The Signs and Markers Section maintains over 3.2 million linear feet of lane striping, 766 crosswalks, 700 stop bars and 543 roadway stencils, in paint, each year. The installation and maintenance of lane lines, marked crossings and other pavement markings is part of Street Department's annual tasks. Roadway markings provide important information to all roadway users, increasing safety and the efficient movement of the traveling public.

Action

Approve the use of a Value Blanket Order using Washington State Contract (#07609), and Pierce County contract (Bid #809), for the purchase of traffic paint from Ennis-Flint and Alpine Products, on an "as needed" basis.

Funding

This has been programmed in to the Street Department's 2016 budget and the budget code is 1100-21400-42640-54850.

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

03/28/2016

Date Rec'd

3/16/2016

Clerk's File #

OPR 2016-0269

Renews #**Submitting Dept**

STREET

Cross Ref #**Contact Name/Phone**

MARK 232-8810

Project #**Contact E-Mail**

MSERBOUSEK@SPOKANECITY.ORG

Bid #

STATE CONTRACT

Agenda Item Type

Purchase w/o Contract

Requisition #

VALUE BLANKET

Agenda Item Name

1100-STREET DEPT PURCHASE OF TRAFFIC PAINT

Agenda Wording

Approval of annual value blanket orders for traffic paint. Due to supply issues in 2010-2011 The City is sourcing from two (2) different vendors. a) Ennis-Flint (Ennis, TX) using Washington State Contract #07609

Summary (Background)

The Signs & Markers section maintains over 3.2 million linear feet of lane striping, 766 cross walks, 700 stop bars and 543 roadway stencils in paint each year. The installation and maintenance of lane lines, marked crossings and other pavement marking is part of Street Department's annual tasks. Roadway markings provide important information to all roadway users, increasing safety and the efficient movement to the traveling public.

Fiscal Impact**Budget Account**

Expense \$ 95,000.00

various

Select \$

#

Select \$

#

Select \$

#

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

SERBOUSEK, MARK

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

PWC 3/14/16

Finance

KECK, KATHLEEN

Distribution List**Legal**

WHALEY, HUNT

TPRINCE

For the Mayor

SANDERS, THERESA

TAXES & LICENSES

Additional Approvals**Purchasing**

PRINCE, THEA



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

b) Alpine Products (Auburn, WA) using Pierce County Bid #809. Estimated annual expenditure between both vendors not to exceed \$95,000.00 including tax.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Public Works Committee
Street Department
March 14, 2016

Subject

Approval of a 1-year Value Blanket Order for Traffic Paint from Alpine Products Inc., Auburn, WA, using Washington State Contract (#07609), and Pierce County contract (Bid #809), not to exceed \$95,000.00

Background

Due to supply issues in 2010-2011, the City is sourcing paint from multiple vendors.

Working with the Purchasing Department, the Street Department will use the approved Washington State contract (#07609), or Pierce County contract (Bid #809), for purchasing traffic paint.

The Washington State contract was awarded to Ennis-Flint, Ennis, TX (Local Agency vendor was assigned to Alpine Products Inc.). The current contract has been extended through January 26, 2017. 2015 prices were extended for 2016.

The Pierce County contract was awarded to Alpine Products Inc., Auburn, WA (manufactured by Ennis-Flint). The current contract has been extended through April 16, 2017.

Impact

The Signs and Markers Section maintains over 3.2 million linear feet of lane striping, 766 crosswalks, 700 stop bars and 543 roadway stencils, in paint, each year. The installation and maintenance of lane lines, marked crossings and other pavement markings is part of Street Department's annual tasks. Roadway markings provide important information to all roadway users, increasing safety and the efficient movement of the traveling public.

Action

Approve the use of a Value Blanket Order using Washington State Contract (#07609), and Pierce County contract (Bid #809), for the purchase of traffic paint from Ennis-Flint and Alpine Products, on an "as needed" basis.

Funding

This has been programmed in to the Street Department's 2016 budget and the budget code is 1100-21400-42640-54850.



Agenda Sheet for City Council Meeting of:
03/28/2016

Date Rec'd	3/16/2016
Clerk's File #	OPR 2016-0254
Renews #	
Cross Ref #	
Project #	
Bid #	3845-12
Requisition #	VB

Submitting Dept	STREET
Contact Name/Phone	MARK SERBOUSEK 232-8810
Contact E-Mail	MSERBOUSEK@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	1100 - STREET DEPT RENEW BLANKET ORDER FOR PREFORMED THERMOPLASTIC PRODUCTS

Agenda Wording

Renew Blanket Order with Flint Trading (Thomasville, SC) for Preformed Thermoplastic Products for the City of Spokane Street Department - Signs & Markers. Estimated annual expenditure not to exceed \$85,000.00 including tax

Summary (Background)

On 2/13/12 sealed bids were opened to provide the City of Spokane with an annual supply of Preformed Thermoplastic products to be purchased on an "as needed" basis. The bid allowed for four (4) one-year renewals - this is the fourth and final renewal. There will be a four (4) percent increase on all items.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 85000.00	#	1100214004264054850
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SERBOUSEK, MARK	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 3/14/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	TPRINCE	
<u>For the Mayor</u>	SANDERS, THERESA	MEVELAND	
<u>Additional Approvals</u>		TAXES & LICENSES	
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Street Department
March 14, 2016

Subject

Approval of a 1-year Value Blanket Order for Preformed Thermoplastic products, from Flint Trading Inc., Thomasville, N.C., using City of Spokane Bid #3845-12 not to exceed \$85,000.00.

Background

In 2012 the Street Department worked with the Purchasing Department in producing a Request For Bid (#3845-12); which was awarded to Flint Trading Inc. There are up to four (4) one-year optional renewal periods. 2012 pricing was extended through 2013 and 2014. For 2015, Flint proposed a four percent (4%) increase on all items. 2015 pricing was extended through 2016. This is the fourth, and final, renewal.

Impact

The Signs and Markers Section is responsible for the maintenance of 614 marked crossings, 493 stop bars, and 316 roadway stencils, in thermoplastic, each year. The installation and maintenance of the combined 1423 thermoplastic markings is part of Street Department's annual tasks. Roadway markings provide important information to all roadway users while allowing minimal diversion of attention from the roadway. Thermoplastic installation and maintenance costs are greater than that of painted markings. Paint only last about one year whereas the estimated lifespan of thermoplastic is 3 to 5 years; this adds to year-round visibility for the roadway users, reduces exposure for workers in the roadway and allows workers to accomplish more signing and striping tasks on an annual basis.

Action

Approve the use of a Value Blanket Order using Bid #3845-12, for the purchase of breakaway sign post supports from Flint Trading Inc., on an "as needed" basis.

Funding

This has been programmed in to the Street Department's 2016 budget and the budget code is 1100-21400-42640-54850.

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

03/28/2016

Date Rec'd

3/16/2016

Clerk's File #

OPR 2010-0585

Renews #**Submitting Dept**

FLEET SERVICES

Cross Ref #**Contact Name/Phone**

STEVEN RIGGS 625-7706

Project #**Contact E-Mail**

SRIGGS@SPOKANECITY.ORG

Bid #

BID#3709-10

Agenda Item Type

Purchase w/o Contract

Requisition #

RE#17871

Agenda Item Name

5100-FLEET ADDTL PURCHASE OF TRUCK CHASSIS

Agenda Wording

Additional purchase of one (1)2016 Freightliner M2-108SD Truck Chassis from Freedom Truck Centers (Spokane, Wa) - \$92,748.50 including tax

Summary (Background)

On 7/26/10 City Council awarded Bid #3709-10 for the purchase of single truck cab & chassis to Freedom Truck Center. Subsequently Fleet Services has identified an additional need for one (1) more truck cab & chassis. This truck cab & chassis will be used as an oil distributor truck and will replace a unit in the Street Department's fleet that has reached the end of it's economic service life. The oil distributor is being purchased separately.

Fiscal Impact

Expense \$ 92,748.50

Select \$

Select \$

Select \$

Budget Account

5110-71700-94000-56413

#

#

#

Approvals**Dept Head**

RIGGS, STEVEN

Division Director

GIMPEL, KEN

Finance

KECK, KATHLEEN

Legal

WHALEY, HUNT

For the Mayor

SANDERS, THERESA

Council Notifications**Study Session****Other**

PWC 3/14/16

Distribution List

TPRINCE

GJAKUBCZAK

Additional Approvals**Purchasing**

PRINCE, THEA

TAXES & LICENSES

**FLEET SERVICES
MEMORANDUM**

March 16, 2016

TO: PURCHASING DEPARTMENT

**FROM: GENE JAKUBCZAK
FLEET SERVICES DIRECTOR**

SUBJ: ADDITIONAL PURCHASES UTILIZING BID # 3709-10

This is an order for one (1) truck chassis utilizing the terms of bid # 3709-10. The vendor has agreed to hold the price originally quoted for this purchase.

This chassis will be used to build a new oil distributing truck for the Street Department.

Unit 428555

RE 17871

QTY	ITEM	UNIT PRICE	TOTAL
1	2016 Freightliner M2-108SD chassis	\$55,450.00	\$55,450.00
1	2016 Model year upcharge – for orders after 2/28/12 add \$1,500 plus 5%	\$2,772.50	\$2,772.50
1	Price adjust for orders after 2/28/12	\$1,500.00	\$1,500.00
OPTION S			
1	Front frame extensions w/stationary grill Incl. air brakes	\$12,720.00	\$12,720.00
1	Alternate cab to axle – 120” – 150”	\$592.00	\$592.00
1	Heated, remote mirrors	\$395.00	\$395.00
1	Air ride cab	\$135.00	\$135.00
1	Auxiliary radio power post	\$25.00	\$25.00
1	Auxiliary radio mounting position	\$115.00	\$115.00
1	Premium cab insulation – Silencer Package	\$99.00	\$99.00
1	Outside frame clear	\$0.00	\$0.00
1	One (2)Additional factory switch	\$215.00	\$215.00
1	Transmission option – 3500RDS-WR	\$3,998.00	\$3,998.00
1	After frame extension	\$240.00	\$240.00
1	Rear suspension - 23,000 lb. min. at ground with applicable springs, shocks, tires and wheels. Incl. air brakes	\$4,765.00	\$4,765.00
1	Keyed alike	\$35.00	\$35.00
1	Engine tunnel/firewall liner	\$75.00	\$75.00
1	12 volt dash power supply	\$30.00	\$30.00
1	Back-up alarm	\$97.00	\$97.00
1	Tilt and telescopic steering column	\$425.00	\$425.00
1	Air ride driver's and passengers seats		

		\$875.00	\$875.00
1	Vertical exhaust	\$610.00	\$610.00
SUB-TOTAL	Chassis sub-total	\$85,168.50	\$85,168.50
Sales Tax	8.9% tax	\$7,580.00	\$7,580.00
GRAND TOTAL		\$92,748.50	\$92,748.50

cc: Shane Thornton
 Mark Serbousek

BRIEFING PAPER
Public Works Committee
Fleet Services
March 14, 2016

Subject

Purchase of one (1) truck chassis with options for the Street Department for \$92,748.50 (tax incl.) as a replacement unit from Freedom Truck Centers of Spokane.

Background

This truck chassis is being purchased utilizing the terms of bid #3709-10.

Impact

This chassis will be used as an oil distributor truck and will replace a unit in the Street Department's fleet that has reached the end of its economic service life. The oil distributor is being purchased separately.

Action

Recommend approval.

Funding

Funding is available in the Street Department's 2016 replacement fund budget.

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

03/28/2016

Date Rec'd	3/16/2016
Clerk's File #	OPR 2016-0259
Renews #	

Submitting Dept	FLEET SERVICES	Cross Ref #	
Contact Name/Phone	STEVEN RIGGS 625-7706	Project #	
Contact E-Mail	SRIGGS@SPOKANECITY.ORG	Bid #	HGAC BUY
Agenda Item Type	Purchase w/o Contract	Requisition #	RE# 17871
Agenda Item Name	5100 - FLEET PURCHASE OF 2000 GALLON ASPHALT DISTRIBUTOR		

Agenda Wording

Purchase of one (1) Etnyre Centennial 2000 gallon asphalt distributor with options from R.B. Everett & Co (Pasadena, TX) accessing HGAC Buy Contract #SM10-14 - \$112,013.45 including tax

Summary (Background)

Using an Interlocal agreement with Houston-Galveston Area Council of Governments (HGAC) for the purchase of one Asphalt Distributor to be installed on a Truck Cab & Chassis being purchased separately. This asphalt distributor will replace a unit in the Street Department's fleet that has reached the end of its economic service life.

Fiscal Impact		Budget Account	
Expense	\$ 112,013.45	#	5110-71700-94000-56413
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	RIGGS, STEVEN	Study Session	
Division Director	GIMPEL, KEN	Other	PWC 3/14/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	TPRINCE	
For the Mayor	SANDERS, THERESA	GJAKUBCZAK	
Additional Approvals		FLEETSERVICES	
Purchasing	PRINCE, THEA	TAXES & LICENSES	

BRIEFING PAPER
Public Works Committee
Fleet Services
March 14, 2016

Subject

Purchase of one Etnyre Centennial 2000 gallon asphalt distributor with options for \$112,013.45 (tax incl.) as a replacement unit for the Street Department.

Background

The asphalt distributor is being purchased utilizing the HGAC Purchasing Co-op.

Impact

This asphalt distributor will replace a unit in the Street Department's fleet that has reached the end of its economic service life.

Action

Recommend approval.

Funding

Funding is available in the Street Department's 2016 replacement fund budget.

**FLEET SERVICES
MEMORANDUM**

March 16, 2016

TO: PURCHASING DEPARTMENT

**FROM: GENE JAKUBCZAK
FLEET SERVICES DIRECTOR**

SUBJ: PURCHASE OF OIL DISTRIBUTOR THROUGH HGAC CO-OP

This is an order for one(1)Etnyre Centennial 2000 gallon asphalt distributor with options as a replacement unit for the Street Department. This purchase is through HGACBuy. This is a Houston-Galveston Area Council of governments operating under the laws of the State of Texas. Government agencies join by executing an interlocal contract to participate, which the city of Spokane has completed. Although bids are quoted for national purchase, all purchases will be through local vendors. PacWest of Spokane will be the vendor for this purchase.

Unit 428555, RE 17871

QTY	ITEM	TOTAL
1	Etnyre Centennial 2000 gallon asphalt distributor	\$83,190.00
OPTIONS		
1	(2) Addl. spraybar extensions (14' total)	\$940.00
1	4" dial thermometer	\$141.00
1	Power wash down system	\$465.30
1	Hose reel for power washdown hose	\$564.00
1	(2) LPG burners, includes 52 gallon frame mounted tank	\$9.40
1	Wet storage box	\$282.00
1	Cone type strainer in fill line	\$103.40
1	12' x 3" rubber fill hose	\$376.00
1	3" cam lock fittings	\$211.50
1	Power right side mirror	\$446.50
1	Back-up alarm	\$117.50
1	(2) strobe lights, front & rear of tank	\$940.00
1	Electric belly heat; 220 V, single phase, with thermostat to maintain heat	\$5,640.00
1	Heated pump (from truck cooling system)	\$1,692.00
1	Hand spray hose reel	\$940.00
1	Freight	\$5,800.40
1	P.D.I.	\$1,000.00
SUB-TOTAL		\$102,859.00
Sales tax		\$9,154.45
GRAND TOTAL		\$112,013.45

cc: Shane Thornton



Agenda Sheet for City Council Meeting of:
03/28/2016

Date Rec'd	3/16/2016
Clerk's File #	OPR 2016-0260
Renews #	

Submitting Dept	FLEET SERVICES	Cross Ref #	
Contact Name/Phone	STEVEN RIGGS 625-7706	Project #	
Contact E-Mail	SRIGGS@SPOKANECITY.ORG	Bid #	HGAC BUY
Agenda Item Type	Purchase w/o Contract	Requisition #	RE# 17870
Agenda Item Name	5100-FLEET PURCHASE OF TYMCO STREET SWEEPER		

Agenda Wording

Purchase of one (1) Tymco Street Sweeper from TYMCO, Inc. (Waco, Tx) accessing HGAC Buy Contract #SW04-14 - \$281,887.65 including tax

Summary (Background)

This purchase is through the Houston-Galveston Area Council of Governments (HGAC) Purchasing Co-Op. This Street Sweeper will replace a unit in the Street Department fleet that has reached the end of its economic service life. This purchase will go through PacWest who is the local TYMCO dealer.

Fiscal Impact		Budget Account	
Expense	\$ 281,887.65	#	5110-71700-94000-56413
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	RIGGS, STEVEN	Study Session	
Division Director	GIMPEL, KEN	Other	PWC 3/14/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	TPRINCE	
For the Mayor	SANDERS, THERESA	GJAKUBCZAK	
Additional Approvals		FLEETSERVICES	
Purchasing	PRINCE, THEA	TAXES & LICENSES	

**FLEET SERVICES
MEMORANDUM**

March 16, 2016

TO: PURCHASING DEPARTMENT

**FROM: GENE JAKUBCZAK
FLEET SERVICES DIRECTOR**

SUBJ: PURCHASE OF STREET SWEEPER THROUGH HGAC CO-OP

This is an order for one (1) Tymco Street Sweeper as a replacement unit for the Street Department. This purchase is through HGACBuy. This is a Houston-Galveston Area Council of governments operating under the laws of the State of Texas. Government agencies join by executing an interlocal contract to participate, which the city of Spokane has completed. Pac-West Inc. of Spokane will be the vendor for this purchase.

Unit 428563, [RE17870](#)

QTY	ITEM	TOTAL
1	TYMCO Model 500X Regenerative Air Sweeper	\$149,650.00
OPTIONS		
1	Hi/low pressure wash down system	\$1,500.00
1	Air purge	\$205.00
1	Reverse pick-up head system	\$410.00
1	High output water	\$850.00
1	Pick-up head curtain lifter	\$1,605.00
1	2014 Freightliner M2-106 chassis	\$82,500.00
1	Fire extinguisher	\$80.00
1	2016 Freightliner M2-106 chassis UPGRADE	\$3,000.00
1	Truck manuals	\$750.00
1	John Deere FT4 Aux. Engine upgrade	\$6,500.00
1	Aux. engine manuals - shop	\$275.00
1	Pick-up head pressure water injection	\$1,800.00
1	Hopper load indicators	\$400.00
1	Engine block heater	\$300.00
1	Auto sweep interrupt	\$1,500.00
1	Hopper screen vibrator	\$1,300.00
1	Air cleaner restriction indicator in cab	\$250.00
1	Double check valve assembly	\$300.00
1	Abrasion protection package	\$1,275.00
1	Freight/PDI/In service	\$4,400.00
SUB-TOTAL		\$258,850.00
Sales tax	Sales tax @ 8.9%	\$23,037.65
GRAND TOTAL		\$281,887.65

cc: Shane Thornton

BRIEFING PAPER
Public Works Committee
Fleet Services
March 14, 2016

Subject

Purchase of a Tymco Street Sweeper as a replacement unit for the Street Department from Pac-West Inc. for \$281,887.65 including tax.

Background

This purchase is through HGAC Buy. This is a Houston-Galveston Area Council of governments operating under the laws of the State of Texas. Government agencies join by executing an interlocal contract to participate, which the city of Spokane has completed. Although bids are quoted for national purchase, all purchases will be through local vendors.

Impact

This will replace a unit in the Street Department fleet that has reached the end of its economic service life.

Action

Recommend approval

Funding

Funding is available in the Street Department equipment replacement fund.

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

03/28/2016

Date Rec'd	3/16/2016
Clerk's File #	OPR 2016-0261
Renews #	
Cross Ref #	
Project #	
Bid #	BID #4228-16
Requisition #	RE #17745

Submitting Dept	FLEET SERVICES
Contact Name/Phone	STEVEN RIGGS 625-7706
Contact E-Mail	SRIGGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - FLEET PURCHASE OF LIGHT BARS

Agenda Wording

Approve purchase of twenty-four (24) light bars from McLoughlin & Eardley Group (Sirennet)(Portland, OR)- \$62,532.94 including tax

Summary (Background)

On 2/22/16 sealed bids were opened to provide the City of Spokane Fleet Services Department with twenty-four (24) Whelen "Freedom" Light Bars. Two (2) responses were received with McLoughlin & Eardley being the lowest responsive bidder. These light bars are to be used on Police vehicles.

Fiscal Impact		Budget Account	
Expense	\$ 62,532.94	#	5100-71700-48345-54850-55660
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	RIGGS, STEVEN	Study Session	
Division Director	GIMPEL, KEN	Other	PWC - 3/14/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	TPRINCE	
For the Mayor	SANDERS, THERESA	GJAKUBCZAK	
Additional Approvals		FLEETSERVICES	
Purchasing	PRINCE, THEA	TAXES & LICENSES	

**FLEET SERVICES
MEMORANDUM**

March 16, 2016

TO: PURCHASING DEPARTMENT

**FROM: GENE JAKUBCZAK
FLEET SERVICES DIRECTOR**

SUBJ: BID # 4228-16

After careful consideration, the Fleet Services Department recommends bid #4228-16 be awarded to McLoughlin & Eardley Group (Sirennet), the lowest responsive bidder, for the purchase of twenty-four (24) Whelen light bars to be used on Police vehicles.

QTY	ITEM	EACH	TOTAL
24	Whelen FW8BBRR "Freedom" Light bars	\$2,397.00	\$57,528.00
Sales Tax	8.9%		\$ 5,004.94
TOTAL			\$62,532.94

cc: Jon Kowitz
Shane Phillips

BRIEFING PAPER
Public Works Committee
Fleet Services
March 14, 2016

Subject

Purchase of twenty-four (24) Whelen light bars for \$62,532.94 (tax incl.).

Background

These light bars are being purchased by Fleet Services for installation onto new Police Department vehicles.

Impact

These light bars will be installed as part of the commissioning process on new Police vehicles.

Action

Recommend approval.

Funding

Funding is available in the Fleet Services Department's 2016 parts budget.

LIGHT BARS**BID 4228-16 OPEN: 2/22/16**

	TITAN TRUCK EQUIPMENT PO BOX 13056 SPOKANE WA 99213 Eric Cox (509) 321-5798 ericc@titantruck.com	McLoughlin & Eardley Group (Sirennet) PO Box 91129 Portland OR 97291 Matt Evans (503) 670-4700 info@sirennet.com
24 or more WHELEN FW8BBRR "FREEDOM" LIGHT BARS	\$2,636.00/ea	\$2,397.00/ea
SUBTOTAL:	\$63,264.00	\$57,528.00
Sales Tax – 8.7%	\$5,503.97	\$5,004.94 (Use Tax)
TOTAL	\$68,767.97	\$62,532.94
Will Supplier accept credit card as payment form	YES	NO
Delivery	40 days FRO	30 days FRO
Warranty	60 months – 100% - excludes switches, housings/mounting hardware	60 months – Vendor deleted "delayed start" language

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

03/28/2016

Date Rec'd

3/17/2016

Clerk's File #

OPR 2016-0262

Renews #**Submitting Dept**COMMUNITY & NEIGHBORHOOD
SERVICES**Cross Ref #****Contact Name/Phone**

DAMON HUNTER 625-6780

Project #**Contact E-Mail**

DHUNTER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Purchase w/o Contract

Requisition #**Agenda Item Name**

1200 FOREST SPOKANE INITIATIVE TREE PURCHASE

Agenda Wording

RFP awarded to J. Frank Schmidt for the purchase of 1,328 trees for the Residential Tree Program for 2016.

Summary (Background)

The Residential Tree Program was budgeted for 2016 from the Utilities Division due to the initiatives impact on storm water. The program provides 2,000 trees to Spokane City residents. In purchasing trees for the program the purchases for the calendar year have exceeded \$47,701. There are 1,328 trees that remain to be purchased for 2016, 328 for spring and 1000 for fall. The money is coming from the Utilities Division and the cost is not to exceed \$43,000.

Fiscal Impact**Budget Account**

Expense \$ 43,000

3200-95083-42800-54201-99999

Select \$

#

Select \$

#

Select \$

#

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

MEIERS, BRANDON

Study Session

CHE 2-7-16

Division Director

MEIERS, BRANDON

Other**Finance**

MEIERS, BRANDON

Distribution List**Legal**

MEIERS, BRANDON

DHUNTER@SPOKANECITY.ORG

For the Mayor

SANDERS, THERESA

APOWELL@SPOKANECITY.ORG

Additional Approvals

HTRAUTMAN@SPOKANECITY.ORG

Purchasing

MHUGHES@SPOKANECITY.ORG

DAVID A. CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

REQUEST FOR BID

City of Spokane, Washington

BID NUMBER: 4237-16

DESCRIPTION: TREES

DUE DATE: MONDAY, MARCH 7, 2016
No later than 1:00 p.m.

City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

BID SUBMITTED BY:

COMPANY J. Frank Schmidt & Son Co.

MAILING ADDRESS P.O. Box 189

Boring, Or. 97009

PHYSICAL ADDRESS 9500 SE. 327th Ave

Boring, Or. 97055

PHONE NUMBER 503-708-4861

FAX NUMBER 503-668-3861

E-MAIL ADDRESS toby@treepeddler.com

Uhea Prince

Purchasing

PAYMENT: Net 30 days

PAYMENT: Supplier will accept credit card as a form of payment for this order: _____ YES _____ NO

DELIVERY: 328 TREES MUST BE DELIVERED NO LATER THAN APRIL 11, 2016 and REMAINDER TO BE DELIVERED MID OCTOBER, 2016

F.O.B. Delivery Point: Delivery to participating nurseries – most likely two (2) different locations.

ACCEPTANCE: The signing and submittal of Part 1 of this proposal shall be an indication of acknowledgement and acceptance of these terms and conditions and compliance shall be part of the bidders' proposal.

Firm Name: J. Frank Schmidt & Sons Co. Signature: [Signature]

Mailing Address: PO Box 189 By: Toby Schamberger
(Type or Print)

Boring, Or. 97055 Title: Independent Sales Rep.

Phone: 503-708-4861 Date: 3-7-16

Please indicate person to be contacted by the City concerning item(s) being bid:

NAME: Toby Schamberger TELEPHONE: 503-708-4861

BUSINESS REGISTRATION REQUIREMENT

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

CITY OF SPOKANE BUSINESS REGISTRATION NUMBER: _____

ORGANIZATION

Proposal of an () individual () partnership (x) corporation organized and existing under the Laws of the State of Oregon.

ADDITIONAL ITEMS

The City of Spokane reserves the right to purchase additional items at the bid price. Vendor agrees to sell at the same price, terms and conditions.

YES _____ NO X _____

If yes, prices are good until further notice.

INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the vendor agrees to sell additional items at the bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this bid proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.

ORIGINAL EQUIPMENT MANUFACTURER

State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.

NAME	ADDRESS	ZIP
_____	_____	_____
_____	_____	_____
_____	_____	_____

MINORITY BUSINESS ENTERPRISE

Vendor (is , is not X) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.

SMALL BUSINESS

Vendor (is , is not X) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).

NON-COLLUSION

The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this bid invitation.

PART II. SPECIFICATIONS

SECTION I. GENERAL INSTRUCTIONS

1. These specifications will establish minimum acceptable requirements attempting to take advantage of latest developments.
2. The items to be furnished by the Vendor on this bid must be of the latest possible design and production.
3. The items bid, with possible different options may either be leased or purchased by the City of Spokane or other governmental entity pursuant to RCW 39.34
4. Time is of the essence in the performance of this contract after a delivery schedule is established.
5. References to be included with bid proposal forms.
6. Vendors should be aware that bids would be rejected if all questions are not completely and correctly answered.

7. Signature on this proposal by the bidder will confirm acknowledgement of receipt and understanding of general terms and conditions.

8. Any questions concerning this bid should be directed to: Damon Hunter, Code Enforcement/Neighborhood Services Department (509) 625-6862 or dhunter@spokanecity.org.

SECTION II. SPECIAL INSTRUCTIONS

The City of Spokane, Code Enforcement/Neighborhood Services Department, invites sealed bids for the supply of miscellaneous trees.

1. Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date **as soon as possible**.
2. The following specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the bid.
3. If the product differs from the provisions contained herein, these differences must be explained in detail.
4. Bidders must complete the blanks to indicate compliance or state exception.
5. Vendors found to have "overstated" the true ability of their units shall reimburse the City for all costs incurred with remanufacturing of units until criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.
6. The City reserves the right to accept or reject any part of or all bids, and to accept the bid deemed to be in the best interest of the City.
7. I acknowledge receipt and compliance with the above special instructions.

FIRM J. Frank Schmidt & Sons Co

AUTHORIZED SIGNATURE 

TITLE Independent Sales Representative

SECTION III. BID PREPARATION AND EVALUATION

1. PREPARATION OF BIDS

All bids shall be typed or printed in ink on the form furnished by the Purchaser and signed by an authorized person of Bidder's firm. If errors are made, they may be crossed out. Corrections shall be printed in ink or typewritten adjacent and initialed in ink by the person signing the bid. IF THE BIDS CONTAIN ANY OMISSION, ERASURES, ALTERATIONS, ADDITIONS, OR ITEMS NOT CALLED FOR IN THE PROPOSAL, OR CONTAIN IRREGULARITIES OF ANY KIND, IT MAY CONSTITUTE SUFFICIENT CAUSE FOR REJECTION.

2. PREPARATION OF ENVELOPES

Place the original bid in a sealed envelope. On the front of the envelope, place the following information:

"SEALED BID - IMPORTANT"
PROJECT NAME
OPENING DATE AND TIME



P.O. Box 189
Boring, OR 97009
PH: 1-800-825-8202
FX: 1-800-283-7537

QUOTATION			Page 1 of 2
Date	Modified	Cust. No.	Order No.
02/17/2016	02/17/2016	4800152	11005

Sales Rep: Lance Schamberger

Order Class: CS

Fall 2016 PORTION

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CITY OF SPOKANE PUBLIC WORKS
808 W SPOKANE FALLS BLVD
SPOKANE, WA 99201

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CITY OF SPOKANE PUBLIC WORKS
808 W SPOKANE FALLS BLVD
SPOKANE, WA 99201

CUSTOMER PO:		CONFIRMED BY: DAMON HUNTER dhunter@spokanecity.org	Ph: -- Fx: 509-625-6802	SHIP DATE: 10/03/2016	SHIP VIA: Combo Truck	TERMS: 30 DAYS NET	
ORDERED	CONFIRMED	DESCRIPTION	GRADE	UNIT PRICE	DISC %	EXTENSION	
75	75	Acer rubrum 'October Glory' October Glory® Red Maple	#5 5'	\$31.10		\$2,332.50	
140	140	Acer x freemanii 'Jeffersred' Autumn Blaze® Maple	#5 5'	\$31.10		\$4,354.00	
100	100	Carpinus caroliniana American Hornbeam	3 V-L	\$38.70		\$3,870.00	
100	100	Ginkgo biloba 'Autumn Gold' Autumn Gold Ginkgo	3 V-L	\$33.60		\$3,360.00	
100	100	Koelreuteria paniculata Goldenrain Tree Goldenrain Tree	3 V-L	\$24.00		\$2,400.00	
100	100	Malus 'JFS-KW5' Royal Raindrops® Crabapple PP14375	#5 5'	\$39.00		\$3,900.00	
30	30	Prunus 'Newport' Newport Flowering Plum	#5 C-V	\$23.00		\$690.00	
70	70	Prunus virginiana 'Canada Red' Canada Red Improved Flowering Chokecherry	#5 C-V	\$26.80		\$1,876.00	
115	115	Quercus macrocarpa Bur Oak	#5 5'	\$33.00		\$3,795.00	

PLEASE SIGN AND RETURN THIS ACKNOWLEDGEMENT **IMMEDIATELY**.

Upon signing this acknowledgement, buyer agrees to purchase from J. Frank Schmidt & Son Co. ("Seller"), and Seller hereby agrees to sell to Buyer, the trees described above upon subject to the TERMS AND CONDITIONS SET FORTH ON THE FACE OF THIS ACKNOWLEDGEMENT AND IN THE SELLER CATALOG. CANCELLATIONS: All cancellations must be submitted in writing and received by December 15. Cancellations after December 15 are subject to a ten percent (10%) restocking charge. This order is subject to cancellation by Seller if Seller does not receive this acknowledgement from Buyer within fifteen (15) days from the date of this acknowledgement.

BY _____

Purchasing Agent



P.O. Box 189
Boring, OR 97009
PH: 1-800-825-8202
FX: 1-800-283-7537

QUOTATION			Page 2 of 2
Date	Modified	Cust. No.	Order No.
02/17/2016	02/17/2016	4800152	11005

Sales Rep: Lance Schamberger

Order Class: CS

ORDERED	CONFIRMED	DESCRIPTION	GRADE	UNIT PRICE	DISC %	EXTENSION
50	50	Quercus rubra Red Oak	3 V-L	\$23.00		\$1,150.00
20	20	Quercus x bimundorum 'Midwest' Prairie Stature™ Oak	3 V-L	\$26.80		\$536.00
100	100	Styrax japonicus 'JFS-D' Snowcone® Snowbell	3 V-L	\$26.50		\$2,650.00
	1,000					
			Order Amount			\$30,913.50
			Sales Tax			\$2,689.47
			ORDER TOTAL			\$33,602.97
		Estimated Load Footage for this Order is approximately 0 feet. Footage may vary based on the product mix.				

PLEASE SIGN AND RETURN THIS ACKNOWLEDGEMENT IMMEDIATELY.

Upon signing this acknowledgement, buyer agrees to purchase from J. Frank Schmidt & Son Co. ("Seller"), and Seller hereby agrees to sell to Buyer, the trees described above upon subject to the TERMS AND CONDITIONS SET FORTH ON THE FACE OF THIS ACKNOWLEDGEMENT AND IN THE SELLER CATALOG. CANCELLATIONS: All cancellations must be submitted in writing and received by December 15. Cancellations after December 15 are subject to a ten percent (10%) restocking charge. This order is subject to cancellation by Seller if Seller does not receive this acknowledgement from Buyer within fifteen (15) days from the date of this acknowledgement.

BY _____

Purchasing Agent



P.O. Box 189
Boring, OR 97009
PH: 1-800-825-8202
FX: 1-800-283-7537

ORDER ACKNOWLEDGEMENT			Page 1 of 2
Date	Modified	Cust. No.	Order No.
01/26/2016	03/02/2016	4800152	609413-1

Sales Rep: Lance Schamberger

Order Class: CS

Spring Portion

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CITY OF SPOKANE PUBLIC WORKS
808 W SPOKANE FALLS BLVD
SPOKANE, WA 99201

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CITY OF SPOKANE PUBLIC WORKS
808 W SPOKANE FALLS BLVD
SPOKANE, WA 99201

CUSTOMER PO:		CONFIRMED BY:	Ph: --	SHIP DATE:	SHIP VIA:	TERMS:
		DAMON HUNTER	Fx: 509-625-6802	04/04/2016	PICK UP	30 DAYS NET
		dhunter@spokanecity.org				
ORDERED	CONFIRMED	DESCRIPTION	GRADE	UNIT PRICE	DISC %	EXTENSION
25	25	Acer ginnala 'Flame' Flame Amur Maple	#5 5'	\$32.10		\$802.50
25	25	Acer rubrum 'Franksred' Red Sunset® Red Maple \$0.00 Per Tree Royalty Fee	#5 5'	\$28.00		\$700.00
25	25	Acer rubrum 'Sun Valley' Sun Valley Red Maple	#5 5'	\$27.35		\$683.75
10	10	Acer tataricum 'JFS-KW2' Rugged Charm® Tatarian Maple \$0.00 Per Tree Royalty Fee	#5 5'	\$37.00		\$370.00
50	50	Betula nigra River Birch Clump	3 V-L	\$21.75		\$1,087.50
43	43	Chionanthus retusus Chinese Fringetree	3 V-L	\$23.90		\$1,027.70
50	50	Koelreuteria paniculata Goldenrain Tree Goldenrain Tree	3 V-L	\$21.75		\$1,087.50
50	50	Stewartia pseudocamellia Japanese Stewartia	3 V-L	\$23.20		\$1,160.00
50	50	Styrax japonicus 'JFS-D' Snowcone® Snowbell \$0.00 Per Tree Royalty Fee	3 V-L	\$22.80		\$1,140.00

PLEASE SIGN AND RETURN THIS ACKNOWLEDGEMENT IMMEDIATELY.

Upon signing this acknowledgement, buyer agrees to purchase from J. Frank Schmidt & Son Co. ("Seller"), and Seller hereby agrees to sell to Buyer, the trees described above upon subject to the TERMS AND CONDITIONS SET FORTH ON THE FACE OF THIS ACKNOWLEDGEMENT AND IN THE SELLER CATALOG. CANCELLATIONS: All cancellations must be submitted in writing and received by December 15. Cancellations after December 15 are subject to a ten percent (10%) restocking charge. This order is subject to cancellation by Seller if Seller does not receive this acknowledgement from Buyer within fifteen (15) days from the date of this acknowledgement.

BY

Purchasing Agent



P.O. Box 189
Boring, OR 97009
PH: 1-800-825-8202
FX: 1-800-283-7537

ORDER ACKNOWLEDGEMENT			Page 2 of 2
Date	Modified	Cust. No.	Order No.
01/26/2016	03/02/2016	4800152	609413-1

Sales Rep: **Lance Schamberger**

Order Class: **CS**

ORDERED	CONFIRMED	DESCRIPTION	GRADE	UNIT PRICE	DISC %	EXTENSION
	328					
				Order Amount		\$8,058.95
				Sales Tax		\$701.13
				ORDER TOTAL		\$8,760.08
		Estimated Load Footage for this Order is approximately 9 feet. Footage may vary based on the product mix.				

PLEASE SIGN AND RETURN THIS ACKNOWLEDGEMENT IMMEDIATELY.

Upon signing this acknowledgement, buyer agrees to purchase from J. Frank Schmidt & Son Co. ("Seller"), and Seller hereby agrees to sell to Buyer, the trees described above upon subject to the **TERMS AND CONDITIONS SET FORTH ON THE FACE OF THIS ACKNOWLEDGEMENT AND IN THE SELLER CATALOG**. **CANCELLATIONS:** All cancellations must be submitted in writing and received by December 15. Cancellations after December 15 are subject to a ten percent (10%) restocking charge. This order is subject to cancellation by Seller if Seller does not receive this acknowledgement from Buyer within fifteen (15) days from the date of this acknowledgement.

BY _____

Purchasing Agent

DAVID A. CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400
FAX (509) 625-6413

March 7, 2016

ADDENDUM NO. 1

Bid #4237-16 Trees

This addendum is being issued extend the due date for one (1) week. Bids are now due on Monday, March 14, 2016 at 1:00 pm.

1. PREPARATION OF ENVELOPES

Place the original bid in a sealed envelope. On the front of the envelope, place the following information:

"SEALED BID - IMPORTANT"
PROJECT NAME
OPENING DATE AND TIME
COMPANY NAME

2. SUBMISSION OF BIDS Submit one original of the bid, as follows:

City of Spokane Purchasing
4th Floor - City Hall
808 West Spokane Falls Blvd.
Spokane WA 99201-3316

The Purchaser is not responsible for bids delivered late. It is the responsibility of the Bidder to be sure the bids are sent sufficiently ahead of time to be received **no later than 1:00 PM** on the opening date.

The City of Spokane City Hall is a secured building so allow enough time to get through security if hand delivering the response.

Sealed bids will be opened at 1:15 p.m., Monday, March 14, 2016 in the Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201

Thea Prince
Purchasing

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

The undersigned acknowledges receipt of this Addendum.

J. FRANK SCHMIDT & SON Co.
Company

Authorized Signature



Agenda Sheet for City Council Meeting of: 03/28/2016

Date Rec'd	3/16/2016
Clerk's File #	OPR 2016-0263
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHUCK 625-6524	Project #	
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG	Bid #	BID #4074-14
Agenda Item Type	Purchase w/o Contract	Requisition #	RE#17900
Agenda Item Name	4491-WASTE TO ENERGY PURCHASE OF SUPERHEATER PENDANTS & PARTS		

Agenda Wording

Purchase of Superheater Pendants and required ancillary parts from Helfrich Brothers (Lawrence, MA) - not to exceed \$1,200,000.00 including tax

Summary (Background)

A Request for Bids was issued in October, 2014 for Miscellaneous Boiler Tubes and was awarded to Helfrich Brothers OPR #2014-0755. As a part of that Request for Bids was an option for the purchase of other boiler tubes and related products not specifically listed at a % off list. Helfrich Brothers indicated a 5% percentage off other like products. This purchase will allow for the replacement of superheaters in one boiler.

Fiscal Impact		Budget Account	
Expense	\$ 1,200,000.00	#	4490-44100-37148-54850
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	Study Session	
Division Director	GIMPEL, KEN	Other	PWC 3/14/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	ttauscher@spokanecity.org	
For the Mayor	SANDERS, THERESA	TPRINCE	
Additional Approvals			
Purchasing	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
March 14, 2016

Subject

Value Blanket for purchase of Superheater Pendants and required ancillary parts for the Waste to Energy facility.

Background

Request for Bids #4074-14 was issued in October 2014, and included a line item which requested that the bidders provide a percentage discount off the list price for additional tube and related items that were not listed in the RFP. Helfrich Brothers Boiler Works was the lowest cost bidder to RFB, and listed 5% discount off additional tube and tube related items. The price is not to exceed \$1,200,000 and reflects the 5% discount from the list price.

This is a purchase of parts and materials only. Boilermaker labor for installation of the superheaters was competitively bid separately.

Impact

Superheaters, super heat steam generated in the Waste to Energy boilers increasing the steam temperature and drying the steam, increasing the amount of energy that can be realized from the steam as it is used in the facility's Turbine Generator. Included in this purchase are items needed for installation; rapper bars, shielding, and casing metal.

While sections of superheaters are removed and replaced as needed during scheduled outages, every 2 to 3 years they must be entirely replaced. Parts for the Superheater in the first boiler were purchased and installed in 2015. This purchase will allow for the replacement of the superheaters in the second boiler.

Replacing the superheaters on a regular basis reduces the potential for unscheduled outages that are very costly.

Action

Recommend approval of this purchase.

Funding

Funding for this purchase is included in the 2016 repair and maintenance budget for the Waste to Energy facility.



Agenda Sheet for City Council Meeting of:
03/28/2016

Date Rec'd	3/14/2016
Clerk's File #	OPR 2016-0266
Renews #	

Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	ED LUKAS 625-6286	Project #	
Contact E-Mail	RLUKAS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	BT
Agenda Item Name	5900 - CONTRACT FOR CHILLER REPLACEMENT AT INTERMODAL FACILITY		

Agenda Wording

Kiemle & Hagood Property Managers (K&H) manage the Intermodal Facility and its maintenance and upkeep. They are acting as the City's agent in managing this contracted work for the Chiller replacement. The City has required language for this work and

Summary (Background)

The City of Spokane acquired and remodeled the Intermodal Facility at 221 W 1st Avenue in 1992. The City has a 99-year lease of the property from Burlington Northern Railroad until 2091. The chiller unit provides cooling for the 3-story, 25,000 square foot building which houses Amtrak, Greyhound, SRTMC, Koochi Restaurant, and Spokane Police Department. It has been in operation for 25 years, but during the past few years it has required extensive repairs to the compressor and coil components

Fiscal Impact		Budget Account	
Expense	\$ 93,428.74	#	5901 79211 94000 56203 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	LUKAS, ED	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PED 3/21/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	fperkins@spokanecity.org	
For the Mayor	SANDERS, THERESA	elukas@spokanecity.org	
Additional Approvals		jahensley@spokanecity.org	
Purchasing			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

K&H has ensured it is included in the contract.

Summary (Background)

(the two major systems comprising a chiller.) In the summer of 2015, the unit finally failed.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Distribution List			

BRIEFING PAPER
Asset Management Department
March 21, 2016

Subject:

Replace 126-ton Chiller unit at the Intermodal Facility.

Background:

The City of Spokane acquired and remodeled the Intermodal Facility at 221 W 1st Avenue in 1992. The City has a 99-year lease of the property from Burlington Northern Railroad until 2091.

The chiller unit provides cooling for the 3-story, 25,000 square foot building which houses Amtrak, Greyhound, SRTMC, Koochi Restaurant, and Spokane Police Department. It has been in operation for 25 years, but during the past few years it has required extensive repairs to the compressor and coil components (the two major systems comprising a chiller.) In the summer of 2015, the unit finally failed.

Finance Committee was briefed on the need for a new chiller on March 7, 2016.

Impact:

A new chiller unit will provide dependable cooling to the Intermodal facility.

The property manager, Kiemle & Hagood, solicited 3 quotes to replace the unit, and Sno Valley Process Solutions was the winning bidder. Sno Valley is known to and recommended by the City's HVAC specialist.

The estimated life of a new chiller is 20 years.

Cost of the new unit (including full installation) is the following:

YLAA0136SE (126-ton) Rotary Scroll Chiller	\$81,943.00
5-year compressor warranty	\$ 4,008.00
Sales Tax (8.7%)	<u>\$ 7,477.74</u>
Total	\$93,428.74

Action:

Recommend council approval of major contract for chiller replacement.



Spokane

March 13th, 2016

Spokane Intermodal Building
C/O Mr. Kevin Guthrie
K&H Company
221 West 1st Avenue
Spokane, WA 99201

Subject: Spokane Intermodal Building – Chiller Replacement 2016

Mr. Guthrie,

We appreciate this opportunity to present the following pricing for your review and approval. Sno Valley Process Solutions proposes to provide labor and materials to properly remove and replace the existing YCAJ series chiller at the Spokane Intermodal facility. Please review the scope of work and specifications starting on page two of this document. A complete written report will follow after work is completed.

The following item(s) include labor and materials.

Option 1 Remove Existing Chiller, Install York Rotary Scroll Chiller (YLAA0136SE):	\$81,943.00
Line Item Price, Applies to ANY Option Above – 5 year Compressor Warranty (parts/Labor Addl):	\$4,008.00

Exclusions:

- Listed on Page Two.

Sno Valley Process Solutions standard terms and conditions apply. Additional work that may be required or desired will only be performed with your prior knowledge and approval. This price is good for 30 days. The following public works requirements apply to the work under this Contract:

- A.** The contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State Department of Labor and Industries, prior to any payments and each voucher claim submitted by a 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. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.
- B.** A payment/performance bond is NOT required.
- C.** Statutory retainage is NOT required.

Thank you again for this opportunity to work with you and with the Kiemle and Hagood. To secure and schedule this work, please fax or email a completed copy of this proposal to me directly.

Sincerely,

Keith Envolsen
Area Representative
(509) 710-0500 direct
(509) 276-8616 fax
keith@snovalleyprocess.com

P.O. # _____
Accepted By: _____
Date: _____

Accepted By: _____
Printed Name: _____
Title: _____



Chiller Replacement Project Scope of Work

Scope of Work for Replacement Project

- Recover, contain and dispose of R22 charge from existing chiller per US EPA and local guidelines.
- Remove, contain and dispose of oil from existing chiller.
- All scrap and refrigerant allotted in job.
- Remove, contain and reuse glycol from chilled water loop. Isolation valves are assumed to hold.
- Provide necessary crane for existing chiller removal and new chiller installation.
- Prepare existing chiller housekeeping pad to accept new chiller.
- Provide Qty 1. York YLAA chiller with specifications as listed in "Chiller Specifications", and as selected from THREE listed options above (specific pricing applies).
- Install new chiller onto pad/curb. Pad will be extended to accommodate chiller.
- Chiller will be set on 1" neoprene isolators.
- Install necessary chilled water mechanical piping.
- Reinstall captured chilled water fluid (glycol) and purge air.
- Insulate chilled water lines with necessary insulation. Install metal jacket and seal to protect pipe insulation.
- Install necessary electrical connections.
- Provide startup, test, commission and adjust service on new chiller.
- Provide operator training on new chiller unit, and overview entire job.
- Clean jobsite to "broom clean" condition.
- Provide 1 year maintenance inspections on chiller quarterly.
- Provide 1 year LABOR warranty for entire chiller. Warranty will be covered and executed by equipment manufacture. Sno Valley Process Solutions shall receive initial call, and will respond within 2 hours with service.

Chiller Specifications:

- Chiller Model York YLAA0136SE
- Electrical 460 vac/3 phase/60 HZ with Single Point Power Connections Terminal Block/Disconnect.
- Chiller will have control transformer integrated into machine so separate control power will not have to be ran underground.
- High ambient kit is included in chiller.
- Low sound fans are included in chiller.
- Chiller will utilize R410a
- Wire mesh enclosure.

Specific Exclusions

- Overtime work, to include weekends and holidays.
- Expedited Freight.
- Asbestos abatement (if necessary).
- Applicable Taxes.
- Building automation connection and setup provided by others, or as additional (if needed).
- Additional Scope of work, other than described under "Scope of Work"



Agenda Sheet for City Council Meeting of: 03/28/2016

Date Rec'd	3/15/2016
Clerk's File #	PRO 2016-0013
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2016043
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 16679
Agenda Item Name	0630 - LOW BID PROPOSAL - SHAMROCK PAVING, INC.		

Agenda Wording

Low Bid of Shamrock Paving, Inc. (Spokane, WA) for Residential Chip Seal Program 2016 - \$593,915.00. An administrative reserve of \$59,391.50, which is 10% of the contract price, will be set aside. (Various Neighborhood Councils)

Summary (Background)

On March 14, 2016 bids were opened for the above project. The low bid was from Shamrock Paving, Inc. in the amount of \$593,915.00, which is \$103,718.00 or 14.87% under the Engineer's Estimate; one other bid was received as follows: Poe Asphalt Paving - \$644,122.21.

Fiscal Impact		Budget Account	
Expense	\$ 653,306.50	#	6785 49832 42800 54201 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 3/14/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	fperkins@spokanecity.org	
For the Mayor	SANDERS, THERESA	kkeck@spokanecity.org	
Additional Approvals		jahensley@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	
		mhughes@spokanecity.org	
		jlargent@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Engineering Services
March 14, 2016

Subject:

2016 Residential Chip Seal Project (2016043)

Background:

This project will chip seal residential streets in three areas as shown on the attached exhibits.

Public involvement consisted of a letter and brochure describing the project limits and how chip sealing works mailed to fronting property owners.

The project bid opening is scheduled for March 14, 2016 with construction planned to begin in May and end in July 2016.

Public Impact:

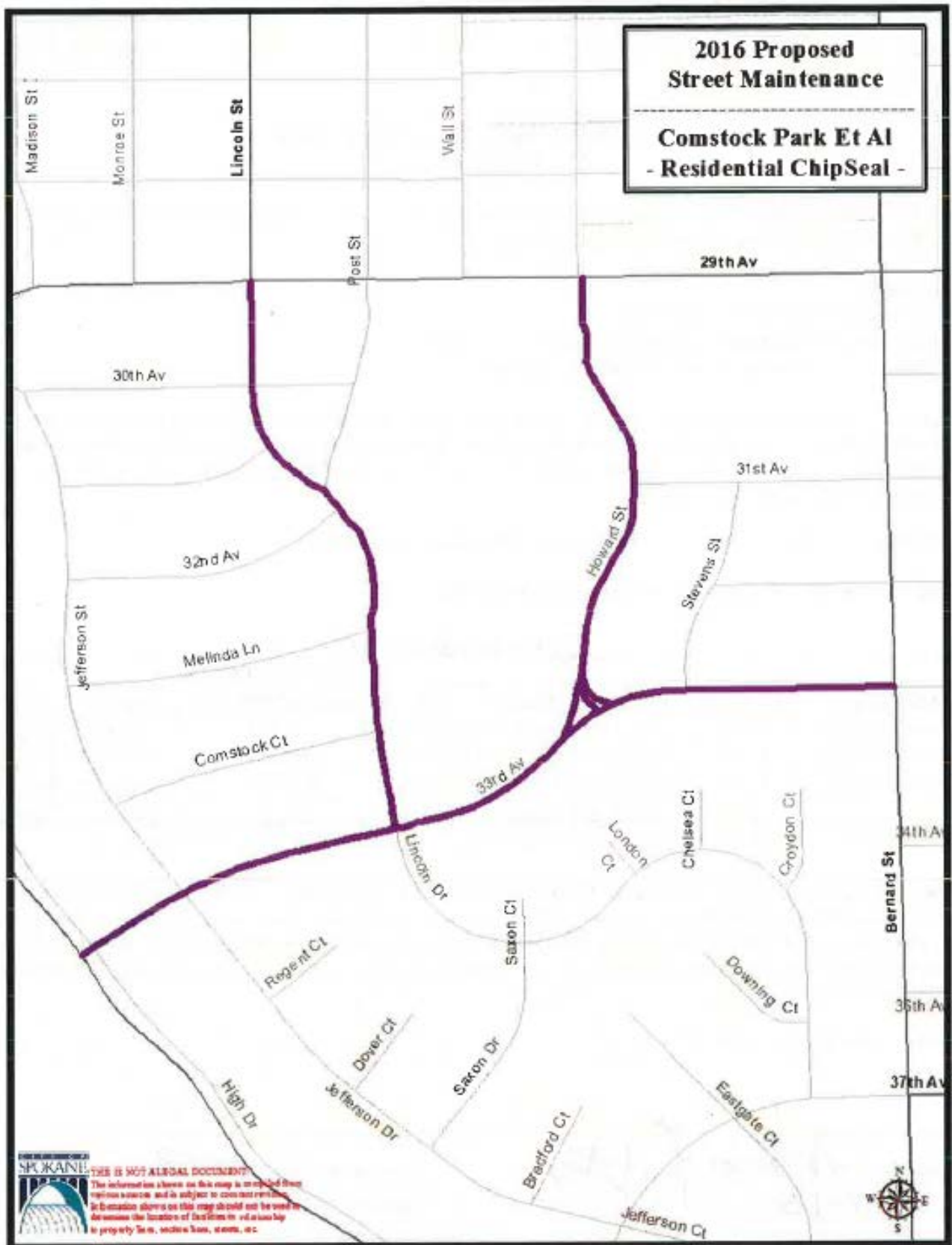
Chip sealing involves several steps: oiling, rock placement and rock sweeping, each of which requires the street to be closed for a couple days. Residents are given notification before each closure.

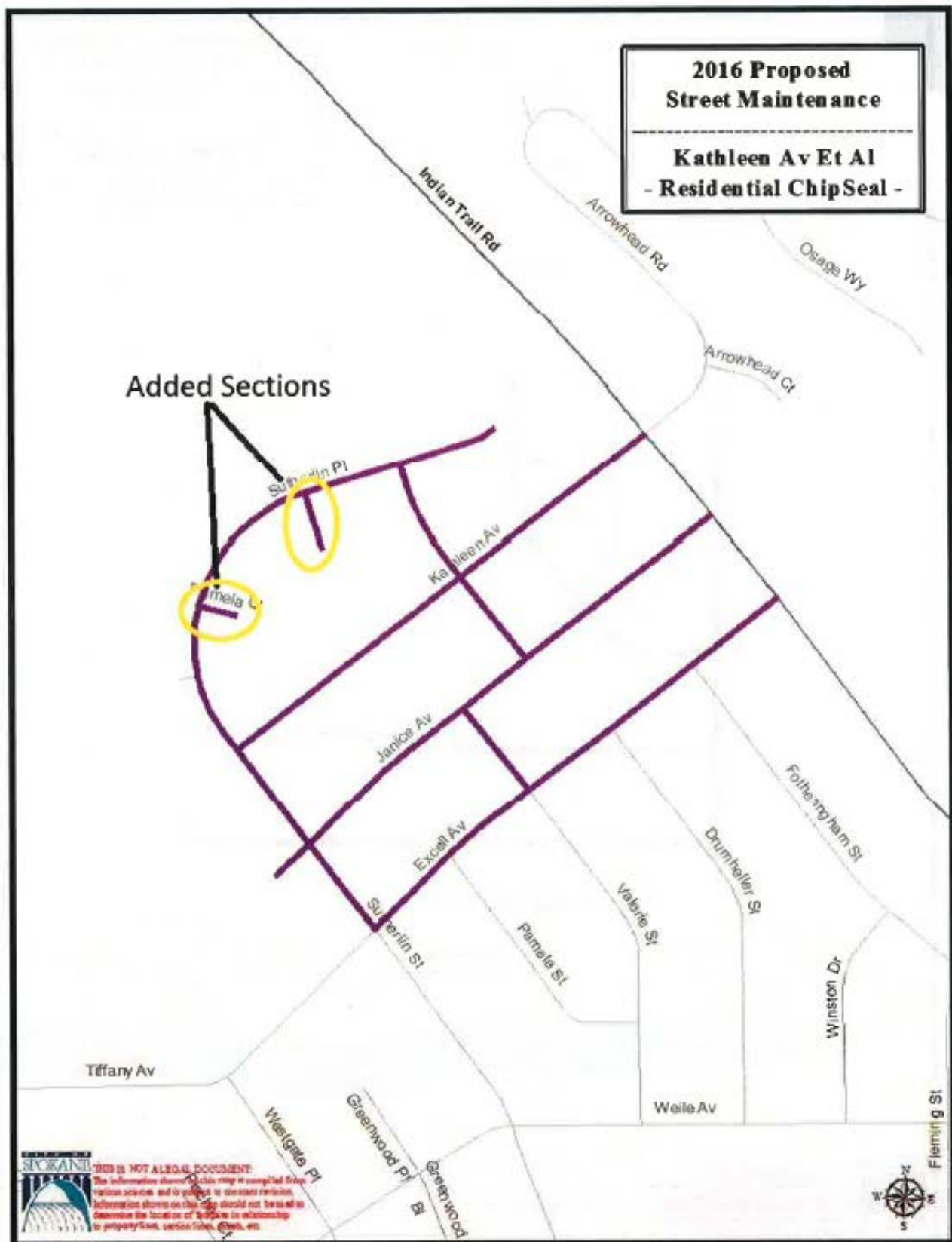
Action:

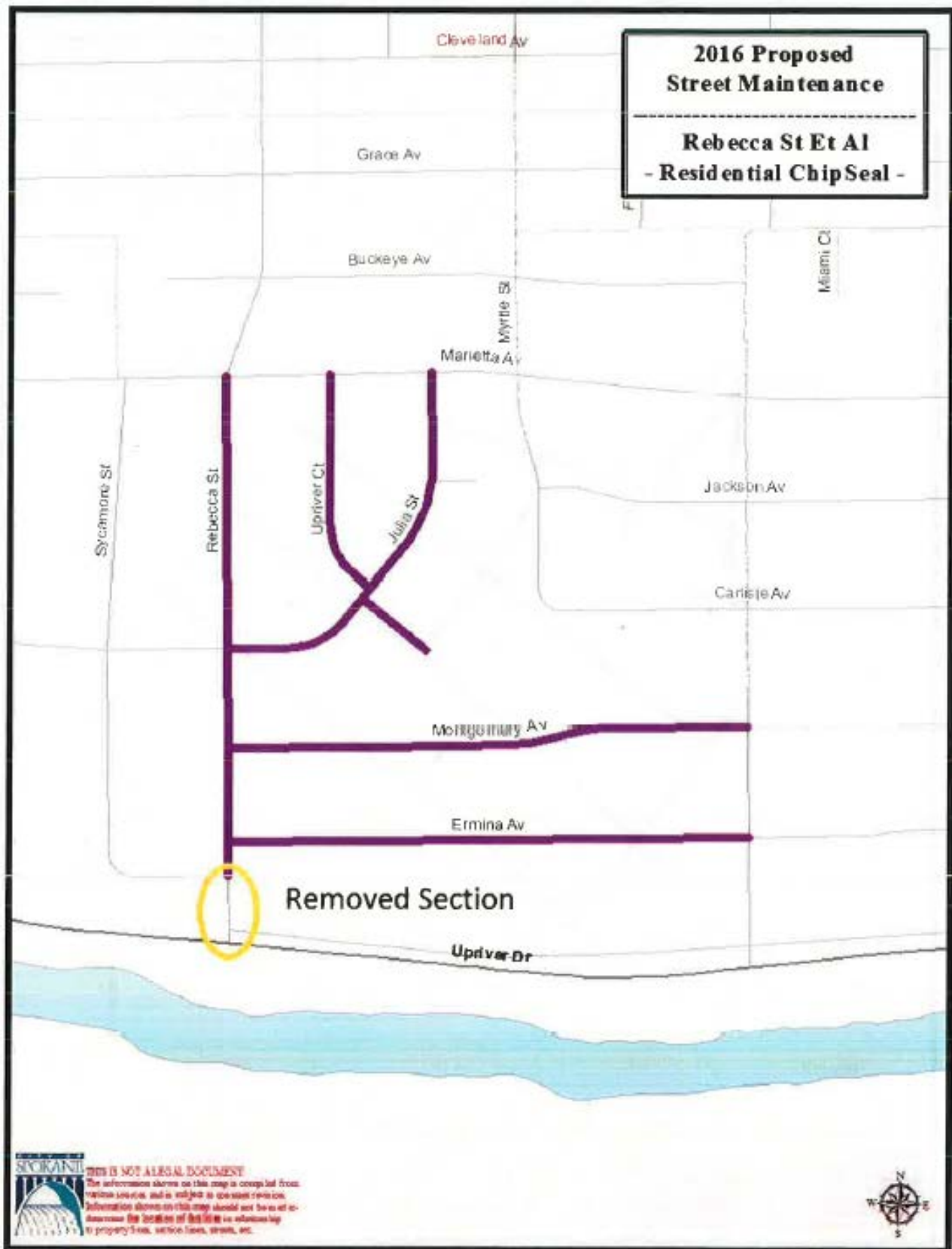
The engineer's estimate is \$700,000. Following bid opening, a recommendation for award will be forwarded to Council.

Funding

This project is funded by City of Spokane Transportation Benefit District funds.







City Of Spokane
Engineering Services Department
***** Bid Tabulation *****

Project Number: 2016043

Project Description Residential Chip Seal

Original Date 2/8/2016 8:59:36 AM

Funding Source Local

Update Date 3/14/2016 1:38:46 PM

Preparer Mark Melnick

Addendum

Project Number: 2016043			Engineer's Estimate		Shamrock Paving Inc		Poe Asphalt Paving			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Street Improvements

Sales tax shall be included in unit prices

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	500.00	*****	500.00	*****	500.00	*****	0.00
103	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	6,000.00	*****	7,000.00	*****	5,313.60	*****	0.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	4 EA	500.00	2,000.00	450.00	1,800.00	432.00	1,728.00	0.00	0.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,500.00	*****	2,200.00	*****	2,160.00	*****	0.00
106	MOBILIZATION	1 LS	*****	45,640.00	*****	47,000.00	*****	66,945.97	*****	0.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	48,000.00	*****	70,000.00	*****	133,684.56	*****	0.00
108	SEQUENTIAL ARROW SIGN	100 HR	4.25	425.00	1.00	100.00	1.62	162.00	0.00	0.00
109	TYPE III BARRICADE	88 EA	75.00	6,600.00	25.00	2,200.00	27.00	2,376.00	0.00	0.00
110	CLEARING AND GRUBBING	1 LS	*****	2,000.00	*****	3,500.00	*****	5,940.00	*****	0.00
111	REMOVE TREE, CLASS I	2 EA	200.00	400.00	225.00	450.00	234.36	468.72	0.00	0.00
112	REMOVE TREE, CLASS II	7 EA	600.00	4,200.00	560.00	3,920.00	577.80	4,044.60	0.00	0.00
113	TREE PRUNING	86 EA	300.00	25,800.00	160.00	13,760.00	165.72	14,251.92	0.00	0.00
114	REMOVE EXISTING CURB	350 LF	8.00	2,800.00	7.20	2,520.00	8.91	3,118.50	0.00	0.00

<i>Project Number:</i> 2016043			<i>Engineer's Estimate</i>		Shamrock Paving Inc		Poe Asphalt Paving			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
115	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	170 SY	14.00	2,380.00	30.00	5,100.00	12.96	2,203.20	0.00	0.00
116	SAWCUTTING CURB	24 EA	35.00	840.00	35.00	840.00	27.00	648.00	0.00	0.00
117	SAWCUTTING RIGID PAVEMENT	320 LFI	1.65	528.00	1.50	480.00	1.08	345.60	0.00	0.00
118	CSTC FOR SIDEWALK AND DRIVEWAYS	16 CY	50.00	800.00	121.00	1,936.00	48.60	777.60	0.00	0.00
119	ASPHALT EMULSION CRS-2P	91 TO	600.00	54,600.00	510.00	46,410.00	535.53	48,733.23	0.00	0.00
120	ASPHALT FOG SEAL	57 TO	500.00	28,500.00	440.00	25,080.00	414.03	23,599.71	0.00	0.00
121	AGG. FOR BST	85960 SY	1.50	128,940.00	1.30	111,748.00	1.15	98,854.00	0.00	0.00
122	ADDITIONAL BROOMING	24 HR	200.00	4,800.00	175.00	4,200.00	108.00	2,592.00	0.00	0.00
123	HMA FOR PRELEVELING CL. 3/8 IN. 64-28	45 TO	130.00	5,850.00	100.00	4,500.00	325.48	14,646.60	0.00	0.00
124	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	1200 SY	50.00	60,000.00	40.00	48,000.00	32.59	39,108.00	0.00	0.00
125	CRACK SEALING	160000 LF	0.90	144,000.00	0.50	80,000.00	0.62	99,200.00	0.00	0.00
126	CRACK SEALING 1 INCH TO 3 INCH	20000 LF	1.75	35,000.00	0.75	15,000.00	0.74	14,800.00	0.00	0.00
127	CRACK SEALING 3 INCH TO 6 INCH	2400 LF	12.00	28,800.00	9.00	21,600.00	3.60	8,640.00	0.00	0.00
128	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1200 SY	25.00	30,000.00	36.00	43,200.00	15.03	18,036.00	0.00	0.00
129	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	5 EA	285.00	1,425.00	175.00	875.00	297.00	1,485.00	0.00	0.00
130	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	5 EA	500.00	2,500.00	300.00	1,500.00	523.80	2,619.00	0.00	0.00
131	ESC LEAD	1 LS	*****	600.00	*****	1,200.00	*****	500.00	*****	0.00
132	INLET PROTECTION	10 EA	70.00	700.00	85.00	850.00	32.40	324.00	0.00	0.00

<i>Project Number:</i> 2016043			<i>Engineer's Estimate</i>		Shamrock Paving Inc		Poe Asphalt Paving			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
133	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	2,000.00	*****	6,000.00	*****	1,080.00	*****	0.00
134	CEMENT CONCRETE CURB	350 LF	18.00	6,300.00	18.50	6,475.00	21.60	7,560.00	0.00	0.00
135	CEMENT CONC. SIDEWALK	280 SY	30.00	8,400.00	35.55	9,954.00	48.60	13,608.00	0.00	0.00
136	RAMP DETECTABLE WARNING	96 SF	24.00	2,304.00	21.00	2,016.00	21.60	2,073.60	0.00	0.00
137	SIGNING, PERMANENT	1 LS	*****	500.00	*****	1,000.00	*****	1,009.80	*****	0.00
138	PAVEMENT MARKING - PAINT	400 SF	5.00	2,000.00	2.50	1,000.00	2.46	984.00	0.00	0.00
<i>Schedule Totals</i>				697,633.00		593,915.00		644,122.21		0.00

Project Number 2016043 Residential Chip Seal

SCHEDULE SUMMARY									
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	697,633.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	697,633.00
Shamrock Paving Inc	593,915.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	593,915.00
Poe Asphalt Paving	644,122.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	644,122.21

Low Bid Contractor: Shamrock Paving Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$593,915.00	\$697,633.00	14.87	% Under Estimate
Bid Totals	\$593,915.00	\$697,633.00	14.87	% Under Estimate

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

03/28/2016

Date Rec'd

3/15/2016

Clerk's File #

PRO 2016-0014

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

ENGINEERING SERVICES

Contact Name/Phone

DAN BULLER 625-6391

Project #

2013055

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

BT

Agenda Item Name

0370 - LOW BID PROPOSAL - SCHIMMELS CONSTRUCTION

Agenda Wording

Low Bid of Schimmels Construction (Spokane, WA) for Hazel's Creek Downstream Stormwater Improvements - \$1,369,870.40. An administrative reserve of \$136,987.04, which is 10% of the contract price, will be set aside. (Southgate

Summary (Background)

On March 14, 2016 bids were opened for the above project. The low bid was from Schimmels Construction in the amount of \$1,369,870.40, which is \$383,548.77 or 21.87% under the Engineer's Estimate; four other bids were received as follows: Murphy Brothers - \$1,455,504.54, N & N Excavation, LLC - \$1,475,561.10, Halme Construction, Inc. - \$1,547,975.20 and West Company - \$1,565,851.85.

Fiscal Impact**Budget Account**

Expense \$ 1,506,857.44

4250 94346 94000 56501 99999

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

Public Works 2/8/16

Finance

KECK, KATHLEEN

Distribution List**Legal**

WHALEY, HUNT

fperkins@spokanecity.org

For the Mayor

SANDERS, THERESA

kkeck@spokanecity.org

Additional Approvals

jahensley@spokanecity.org

Purchasing

htrautman@spokanecity.org

mhughes@spokanecity.org

jlargent@spokanecity.org

kgoodman@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Neighborhood Council)

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Public Works Committee
Engineering Services
February 8, 2016

Subject:

Hazel's Creek Downstream Stormwater Treatment (2013055)

Background:

The proposed project located at 37th Avenue & Rebecca Street constructs stormwater treatment swales for area stormwater including 37th Avenue. The project includes dryland grass, shrubs, trees (all with low water requirements), an irrigation system and trails which double as maintenance access roads. Also included is piping connecting the existing Hazel's Creek Stormwater Facility located south of Ferris High School to the proposed facility.

This project represents a significant aesthetic improvement for an area which has served as a dumping ground for years.

Public Impact:

This project, particularly stormwater main installation in Freya Street, is being coordinated with the adjacent 37th Avenue project. Most work is out of the public right-of-way and will therefore not impact traffic flow.

Action:

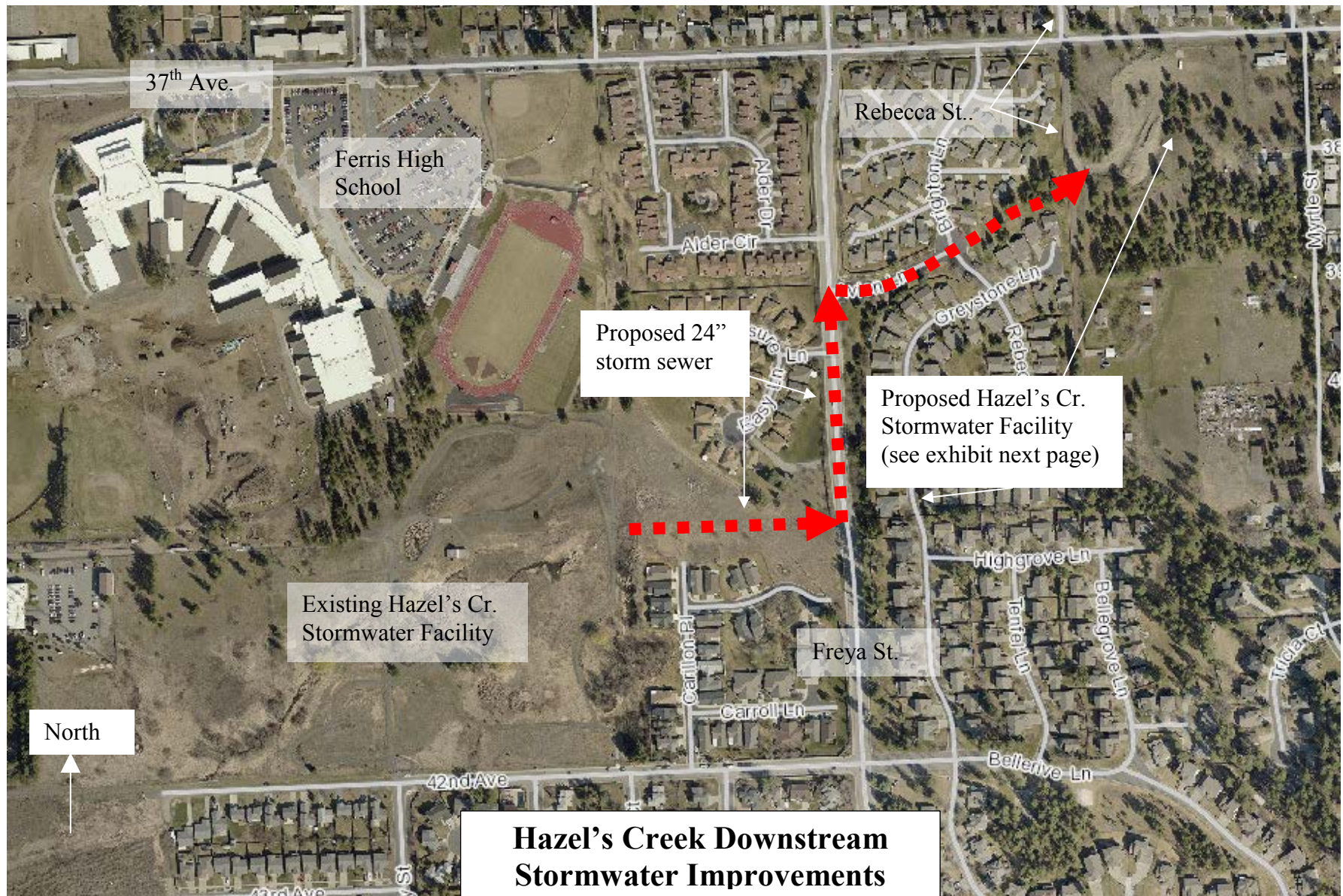
Information is provided for Council consideration. The Engineer's Estimate for the project is \$2,000,000. The project will be advertised at the beginning of February and a recommendation for award forwarded to Council after bids have opened.

Funding

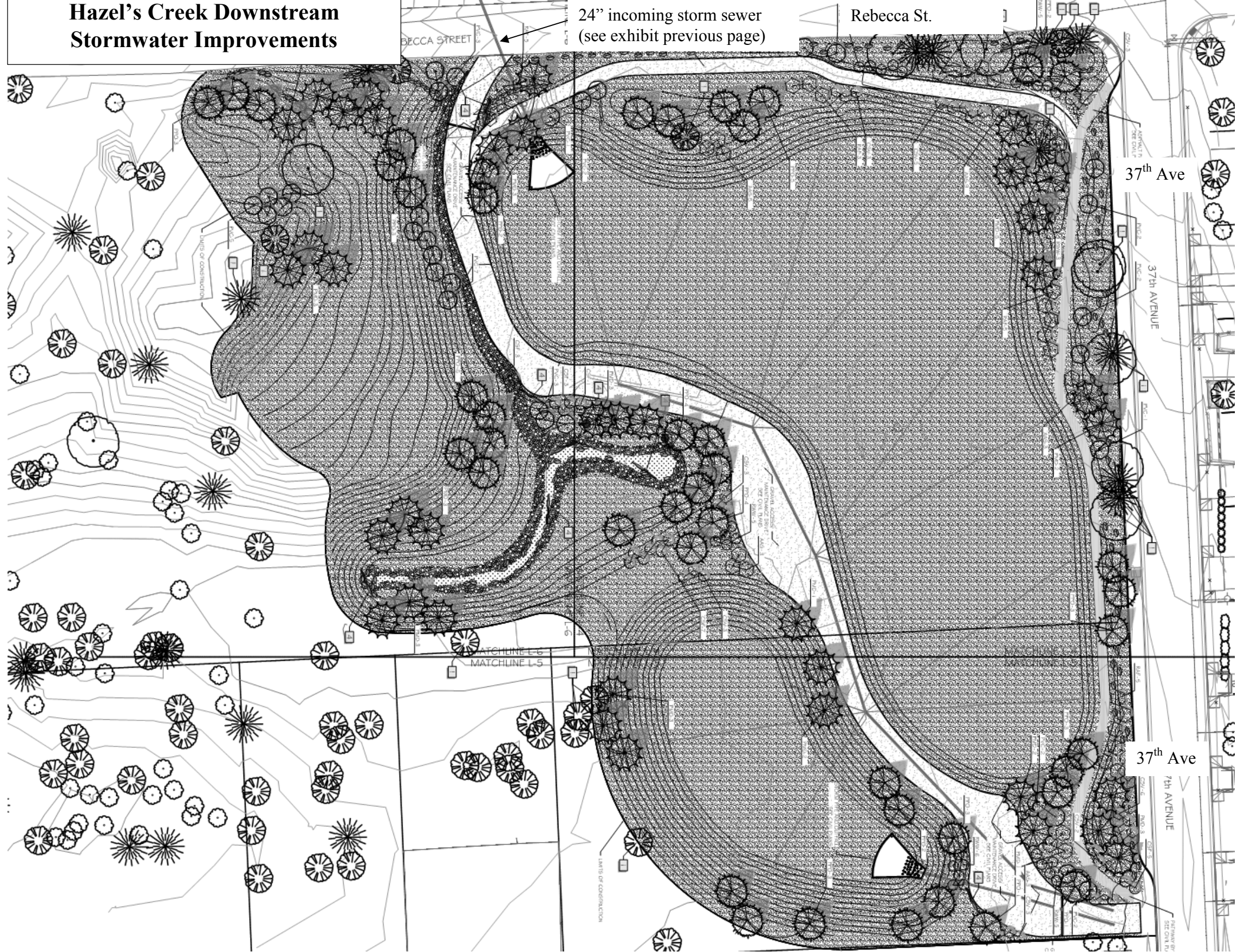
This project is funded primarily by a DOE State Revolving Fund Loan to be repaid with Sewer Department rate revenue.

Attachments

Project location maps (2 pages)



**Hazel's Creek Downstream
Stormwater Improvements**



→ North

Note: this exhibit is
rotated 90°
compared to exhibit
on previous page

City Of Spokane
Engineering Services Department
***** Bid Tabulation *****

Project Number: 2013055

Project Description Hazel's Creek Downstream Stormwater

Funding Source Improvements

Local

Preparer Mark Melnick

Original Date 1/13/2016 8:32:44 AM

Update Date 3/14/2016 2:25:42 PM

Addendum

Project Number: 2013055			Engineer's Estimate		Schimmels Construction		Murphy Brothers Inc		N & N Excavation LLC	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Schedule 01 Addendum No. 1 - REBID

Tax Classification

Sales tax shall be included in unit prices

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	1,200.00	*****	350.00	*****	800.00	*****	500.00
103	POTHOLING	10 EA	300.00	3,000.00	233.00	2,330.00	300.00	3,000.00	350.00	3,500.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	2,000.00	*****	2,000.00	*****	5,700.00	*****	5,000.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	8 EA	500.00	4,000.00	366.00	2,928.00	375.00	3,000.00	100.00	800.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,500.00	*****	3,135.00	*****	3,150.00	*****	800.00
107	MOBILIZATION	1 LS	*****	114,710.00	*****	73,484.00	*****	49,827.69	*****	70,000.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	20,000.00	*****	4,608.00	*****	14,000.00	*****	6,000.00
109	SPECIAL SIGNS	193 SF	15.00	2,895.00	13.00	2,509.00	15.00	2,895.00	13.20	2,547.60
110	PORTABLE CHANGEABLE MESSAGE SIGN	700 HR	7.00	4,900.00	3.40	2,380.00	4.25	2,975.00	3.58	2,506.00
111	TYPE III BARRICADE	12 EA	50.00	600.00	32.00	384.00	40.00	480.00	22.00	264.00
112	CLEARING AND GRUBBING	1 LS	*****	15,000.00	*****	12,540.00	*****	15,000.00	*****	5,000.00
113	AIR OR HYDRO EVACUATION	12 EA	350.00	4,200.00	314.00	3,768.00	315.00	3,780.00	333.00	3,996.00
114	TREE PROTECTION ZONE	28 EA	150.00	4,200.00	132.00	3,696.00	100.00	2,800.00	120.00	3,360.00

<i>Project Number:</i> 2013055			<i>Engineer's Estimate</i>		Schimmels Construction		Murphy Brothers Inc		N & N Excavation LLC	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Addendum No. 1 - REBID					Sales tax shall be included in unit prices					
115	REMOVE TREE, CLASS I	25 EA	200.00	5,000.00	157.00	3,925.00	160.00	4,000.00	100.00	2,500.00
116	REMOVE TREE CLASS II	34 EA	570.00	19,380.00	314.00	10,676.00	325.00	11,050.00	300.00	10,200.00
117	REMOVE TREE, CLASS III	9 EA	650.00	5,850.00	680.00	6,120.00	700.00	6,300.00	1,000.00	9,000.00
118	TREE PRUNING	6 EA	200.00	1,200.00	522.00	3,132.00	525.00	3,150.00	575.00	3,450.00
119	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	8,000.00	*****	1,460.00	*****	2,700.00	*****	5,000.00
120	REMOVE AND REPLACE FENCE	4 EA	700.00	2,800.00	152.00	608.00	1,200.00	4,800.00	500.00	2,000.00
121	REMOVE EXISTING CURB	82 LF	6.00	492.00	7.00	574.00	7.75	635.50	10.00	820.00
122	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	45 SY	12.00	540.00	9.00	405.00	10.00	450.00	20.00	900.00
123	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	1 EA	300.00	300.00	293.00	293.00	525.00	525.00	600.00	600.00
124	SAWCUTTING CURB	8 EA	35.00	280.00	26.00	208.00	22.00	176.00	25.00	200.00
125	SAWCUTTING RIGID PAVEMENT	165 LFI	1.65	272.25	3.00	495.00	1.00	165.00	1.00	165.00
126	SAWCUTTING FLEXIBLE PAVEMENT	787 LFI	0.75	590.25	1.00	787.00	0.30	236.10	0.50	393.50
127	ROADWAY EXCAVATION INCL. HAUL	1700 CY	14.00	23,800.00	11.83	20,111.00	15.00	25,500.00	10.00	17,000.00
128	REMOVE UNSUITABLE FOUNDATION MATERIAL	100 CY	19.00	1,900.00	1.00	100.00	25.00	2,500.00	20.00	2,000.00
129	REPLACE UNSUITABLE FOUNDATION MATERIAL	100 CY	22.00	2,200.00	1.00	100.00	35.00	3,500.00	25.00	2,500.00
130	POND EXCAVATION INCL. HAUL	27686 CY	9.50	263,017.00	8.60	238,099.60	8.50	235,331.00	10.15	281,012.90
131	LOW PERMEABILITY POND LINING MATERIAL	2600 CY	20.00	52,000.00	22.82	59,332.00	23.00	59,800.00	19.66	51,116.00
132	PREPARATION OF UNTREATED ROADWAY	9274 SY	2.00	18,548.00	1.10	10,201.40	1.25	11,592.50	2.00	18,548.00

<i>Project Number:</i> 2013055			<i>Engineer's Estimate</i>		Schimmels Construction		Murphy Brothers Inc		N & N Excavation LLC	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Addendum No. 1 - REBID					Sales tax shall be included in unit prices					
133	CONSTRUCTION GEOSYNTHETIC FOR UNDERGROUND DRAINAGE	14670 SY	2.50	36,675.00	1.00	14,670.00	1.25	18,337.50	2.00	29,340.00
134	CRUSHED SURFACING TOP COURSE	626 CY	47.00	29,422.00	41.00	25,666.00	42.00	26,292.00	39.82	24,927.32
135	CRUSHED SURFACING BASE COURSE	758 CY	39.00	29,562.00	33.00	25,014.00	33.00	25,014.00	35.82	27,151.56
136	CSTC FOR SIDEWALK AND DRIVEWAYS	2 CY	70.00	140.00	53.00	106.00	50.00	100.00	50.00	100.00
137	REGRADING AND SHAPING	1600 SY	2.00	3,200.00	2.00	3,200.00	1.75	2,800.00	4.00	6,400.00
138	GRAVEL ROAD STABILIZER	8 TO	200.00	1,600.00	428.00	3,424.00	440.00	3,520.00	4.50	36.00
139	HMA CL. 1/2 IN. PG 70-28, 6 INCH THICK	3620 SY	25.50	92,310.00	22.00	79,640.00	25.50	92,310.00	25.62	92,744.40
140	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	2011 SY	12.00	24,132.00	12.00	24,132.00	15.00	30,165.00	12.00	24,132.00
141	HMA CL. 1/2 IN. PG 64-28, 1 -1/2 INCH THICK	2116 SY	8.00	16,928.00	7.00	14,812.00	8.25	17,457.00	7.30	15,446.80
142	HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	25 TO	200.00	5,000.00	136.00	3,400.00	125.00	3,125.00	136.50	3,412.50
143	HMA FOR FEATHERING CL. 3/8 IN. PG 64-28	25 TO	140.00	3,500.00	136.00	3,400.00	100.00	2,500.00	120.75	3,018.75
144	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	100 SY	50.00	5,000.00	57.00	5,700.00	37.00	3,700.00	27.83	2,783.00
145	CRACK SEALING 1-INCH TO 3-INCH	8057 LF	1.75	14,099.75	2.00	16,114.00	1.20	9,668.40	1.94	15,630.58
146	CRACK SEALING 3-INCH TO 6-INCH	46 LF	12.00	552.00	26.00	1,196.00	15.00	690.00	26.25	1,207.50
147	SOIL RESIDUAL HERBICIDE	2116 SY	0.22	465.52	0.25	529.00	0.20	423.20	0.21	444.36
148	PAVEMENT REPAIR EXCAVATION INCL. HAUL	100 SY	25.00	2,500.00	25.00	2,500.00	34.00	3,400.00	30.00	3,000.00
149	PLANING BITUMINOUS PAVEMENT	1000 SY	3.50	3,500.00	7.00	7,000.00	10.00	10,000.00	3.27	3,270.00
150	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
151	COMPACTION PRICE ADJUSTMENT	1 EST	2,667.40	2,667.40	2,667.40	2,667.40	2,667.40	2,667.40	2,667.40	2,667.40

<i>Project Number:</i> 2013055			<i>Engineer's Estimate</i>		Schimmels Construction		Murphy Brothers Inc		N & N Excavation LLC	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Addendum No. 1 - REBID					Sales tax shall be included in unit prices					
152	UNDERDRAIN PIPE 6 IN. DIAM.	1347 LF	25.00	33,675.00	13.00	17,511.00	8.50	11,449.50	11.00	14,817.00
153	GRAVEL BACKFILL FOR DRAIN	2635 CY	35.00	92,225.00	34.60	91,171.00	34.00	89,590.00	31.30	82,475.50
154	STORM SEWER PIPE 18 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	2130 LF	50.00	106,500.00	34.00	72,420.00	33.00	70,290.00	41.17	87,692.10
155	HDPE STORM SEWER PIPE 18 IN. DIAM INCL. STRUCTURAL EXCAVATION CLASS B	373 LF	90.00	33,570.00	73.00	27,229.00	78.00	29,094.00	58.51	21,824.23
156	STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	240 LF	50.00	12,000.00	26.00	6,240.00	35.00	8,400.00	26.18	6,283.20
157	DUCTILE IRON STORM SEWER PIPE 18 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	40 LF	150.00	6,000.00	101.00	4,040.00	115.00	4,600.00	105.80	4,232.00
158	SUMP PUMP SYSTEM	1 LS	*****	2,500.00	*****	3,512.00	*****	9,500.00	*****	4,350.00
159	PIPE GUARD - 18	1 EA	500.00	500.00	600.00	600.00	700.00	700.00	1,000.00	1,000.00
160	PIPE GUARD - 8	2 EA	500.00	1,000.00	264.00	528.00	400.00	800.00	300.00	600.00
161	MANHOLE TYPE 1-48, BASIC PRICE	19 EA	3,200.00	60,800.00	2,800.00	53,200.00	2,750.00	52,250.00	2,326.31	44,199.89
162	MANHOLE TYPE 2-72 INCH, BASIC PRICE	1 EA	6,000.00	6,000.00	5,394.00	5,394.00	5,100.00	5,100.00	4,780.00	4,780.00
163	DRYWELL TYPE 1	2 EA	2,600.00	5,200.00	2,623.00	5,246.00	3,500.00	7,000.00	2,475.00	4,950.00
164	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	10 EA	285.00	2,850.00	290.00	2,900.00	300.00	3,000.00	250.00	2,500.00
165	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	13 EA	480.00	6,240.00	290.00	3,770.00	450.00	5,850.00	400.00	5,200.00
166	CATCH BASIN TYPE 1	3 EA	1,900.00	5,700.00	1,746.00	5,238.00	2,000.00	6,000.00	1,580.00	4,740.00
167	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	14 EA	600.00	8,400.00	577.00	8,078.00	675.00	9,450.00	372.14	5,209.96

Project Number: 2013055			Engineer's Estimate		Schimmels Construction		Murphy Brothers Inc		N & N Excavation LLC	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Addendum No. 1 - REBID

Sales tax shall be included in unit prices

168	VALVE BOX AND COVER	3 EA	375.00	1,125.00	378.00	1,134.00	350.00	1,050.00	206.00	618.00
169	CONNECT EXISTING 18 IN. DIAM. SEWER PIPE TO NEW MANHOLE	1 EA	600.00	600.00	900.00	900.00	900.00	900.00	1,042.00	1,042.00
170	STORMWATER INFILTRATION TRENCH	311 LF	120.00	37,320.00	31.00	9,641.00	48.00	14,928.00	87.74	27,287.14
171	FRENCH DRAIN	1 LS	*****	10,000.00	*****	2,628.00	*****	3,600.00	*****	5,577.00
172	MANHOLE TEST	3 EA	550.00	1,650.00	585.00	1,755.00	500.00	1,500.00	500.00	1,500.00
173	CLEANING EXISTING DRAINAGE STRUCTURE	1 EA	325.00	325.00	232.00	232.00	225.00	225.00	500.00	500.00
174	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	50 CY	75.00	3,750.00	0.02	1.00	115.00	5,750.00	100.00	5,000.00
175	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	20.00	1,000.00	1.00	50.00	13.50	675.00	25.00	1,250.00
176	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	12.00	600.00	1.00	50.00	30.00	1,500.00	20.00	1,000.00
177	IMPORTED BACKFILL	20 CY	18.00	360.00	1.00	20.00	34.00	680.00	50.00	1,000.00
178	IMPORTED OR SCREENED NATIVE BEDDING	2783 LF	3.00	8,349.00	1.00	2,783.00	6.75	18,785.25	1.50	4,174.50
179	CATCH BASIN SEWER PIPE 8 IN. DIAM.	234 LF	40.00	9,360.00	22.00	5,148.00	29.00	6,786.00	26.28	6,149.52
180	TRENCH SAFETY SYSTEM	1 LS	*****	7,000.00	*****	483.00	*****	2,750.00	*****	2,000.00
181	PLUGGING EXISTING PIPE	1 EA	150.00	150.00	88.00	88.00	350.00	350.00	250.00	250.00
182	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	3,000.00	*****	483.00	*****	950.00	*****	1,000.00
183	CLEANING EXISTING SANITARY SEWER	2 EA	600.00	1,200.00	348.00	696.00	350.00	700.00	700.00	1,400.00
184	TRENCH EXCAVATION FOR WATER SERVICE TAP	1 LS	*****	2,000.00	*****	1,618.00	*****	2,200.00	*****	500.00
185	ESC LEAD	1 LS	*****	1,200.00	*****	800.00	*****	2,500.00	*****	1,000.00

<i>Project Number:</i> 2013055			<i>Engineer's Estimate</i>		Schimmels Construction		Murphy Brothers Inc		N & N Excavation LLC	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Addendum No. 1 - REBID					Sales tax shall be included in unit prices					
186	INLET PROTECTION	11 EA	65.00	715.00	44.00	484.00	65.00	715.00	95.00	1,045.00
187	STABILIZED CONSTRUCTION ENTRANCE	28 SY	22.00	616.00	44.00	1,232.00	75.00	2,100.00	40.00	1,120.00
188	STREET CLEANING	30 24D	450.00	13,500.00	69.00	2,070.00	135.00	4,050.00	100.00	3,000.00
189	QUARRY SPALL OUTFALL PAD	2 EA	500.00	1,000.00	418.00	836.00	650.00	1,300.00	700.00	1,400.00
190	TOPSOIL TYPE A, 2 INCH THICK	17300 SY	4.00	69,200.00	1.87	32,351.00	1.90	32,870.00	3.17	54,841.00
191	PSIPE 2 INCH CALIPER DECIDUOUS TREE	32 EA	275.00	8,800.00	245.00	7,840.00	250.00	8,000.00	358.00	11,456.00
192	PSIPE 2 GAL. CONTAINER SHRUB	52 EA	45.00	2,340.00	36.50	1,898.00	38.00	1,976.00	74.00	3,848.00
193	PSIPE 5 GAL. CONTAINER SHRUB	73 EA	60.00	4,380.00	47.00	3,431.00	50.00	3,650.00	88.31	6,446.63
194	PSIPE 6 FT. CONIFER TREE	82 EA	225.00	18,450.00	245.00	20,090.00	225.00	18,450.00	293.00	24,026.00
195	WEED SPRAYING AND CONTROL	2 EA	2,500.00	5,000.00	1,045.00	2,090.00	1,050.00	2,100.00	1,000.00	2,000.00
196	HYDROSEEDING	43200 SY	1.10	47,520.00	1.52	65,664.00	1.45	62,640.00	0.79	34,128.00
197	SOD INSTALLATION	582 SY	12.00	6,984.00	6.50	3,783.00	6.50	3,783.00	6.87	3,998.34
198	TOPSOIL FOR BIO-INFILTRATION SWALES, 12 INCH THICK INCL. SE	8042 SY	12.00	96,504.00	9.00	72,378.00	10.75	86,451.50	9.26	74,468.92
199	ROCK MULCH	20 TO	65.00	1,300.00	62.70	1,254.00	67.00	1,340.00	70.00	1,400.00
200	2FT. - 4FT. BOULDERS	172 EA	175.00	30,100.00	79.00	13,588.00	78.00	13,416.00	115.00	19,780.00
201	DEADFALL LOG	8 EA	150.00	1,200.00	504.00	4,032.00	265.00	2,120.00	215.00	1,720.00
202	QUARRY SPALLS	165 TO	75.00	12,375.00	40.00	6,600.00	45.00	7,425.00	40.00	6,600.00
203	PERMEABLE BALLAST	20 TO	65.00	1,300.00	36.50	730.00	38.00	760.00	35.00	700.00
204	IRRIGATION SYSTEM	1 LS	*****	60,000.00	*****	49,320.00	*****	48,000.00	*****	42,100.00

<i>Project Number:</i> 2013055			<i>Engineer's Estimate</i>		Schimmels Construction		Murphy Brothers Inc		N & N Excavation LLC	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

Schedule Description

Tax Classification

Schedule 01

Addendum No. 1 - REBID

Sales tax shall be included in unit prices

205	4 IN. DUCTILE IRON IRRIGATION SLEEVE	90 LF	75.00	6,750.00	20.90	1,881.00	23.00	2,070.00	30.00	2,700.00
206	2 IN. PVC IRRIGATION SLEEVE	18 LF	30.00	540.00	1.00	18.00	1.50	27.00	12.00	216.00
207	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	4,000.00	*****	2,823.00	*****	3,800.00	*****	2,850.00
208	VEHICLE GATE	2 EA	1,500.00	3,000.00	3,636.00	7,272.00	3,700.00	7,400.00	3,000.00	6,000.00
209	CEMENT CONCRETE CURB	104 LF	18.00	1,872.00	24.00	2,496.00	22.00	2,288.00	22.00	2,288.00
210	CEMENT CONC. ENERGY DISSIPATER	2 EA	5,000.00	10,000.00	4,180.00	8,360.00	4,500.00	9,000.00	4,900.00	9,800.00
211	CEMENT CONC. SIDEWALK	44 SY	28.00	1,232.00	56.00	2,464.00	55.00	2,420.00	56.00	2,464.00
212	RAMP DETECTABLE WARNING	16 SF	24.00	384.00	21.00	336.00	22.00	352.00	40.00	640.00
213	ELECTRICAL SYSTEM	1 LS	*****	11,000.00	*****	8,200.00	*****	7,500.00	*****	8,000.00
214	SIGNING, PERMANENT	1 LS	*****	800.00	*****	784.00	*****	375.00	*****	1,500.00
215	PAVEMENT MARKINGS - DURABLE INLAY TAPE	60 SF	10.00	600.00	13.00	780.00	21.00	1,260.00	15.00	900.00
216	INFORMATION SIGN	1 EA	1,500.00	1,500.00	2,900.00	2,900.00	4,300.00	4,300.00	500.00	500.00
217	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	33 LF	40.00	1,320.00	42.00	1,386.00	45.00	1,485.00	44.00	1,452.00
218	CSTC FOR PATHWAY	17 CY	80.00	1,360.00	59.00	1,003.00	70.00	1,190.00	40.00	680.00
<i>Schedule Totals</i>				1,753,419.17		1,369,870.40		1,455,504.54		1,457,561.10

<i>Project Number:</i> 2013055			<i>Engineer's Estimate</i>		Halme Construction Inc		West Company, Inc_			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Addendum No. 1 - REBID					Sales tax shall be included in unit prices					
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	1,200.00	*****	770.00	*****	2,500.00	*****	0.00
103	POTHOLING	10 EA	300.00	3,000.00	476.00	4,760.00	400.00	4,000.00	0.00	0.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	2,000.00	*****	1,000.00	*****	2,500.00	*****	0.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	8 EA	500.00	4,000.00	356.00	2,848.00	350.00	2,800.00	0.00	0.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,500.00	*****	1,500.00	*****	3,000.00	*****	0.00
107	MOBILIZATION	1 LS	*****	114,710.00	*****	155,000.00	*****	150,000.00	*****	0.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	20,000.00	*****	15,000.00	*****	10,000.00	*****	0.00
109	SPECIAL SIGNS	193 SF	15.00	2,895.00	12.25	2,364.25	25.00	4,825.00	0.00	0.00
110	PORTABLE CHANGEABLE MESSAGE SIGN	700 HR	7.00	4,900.00	3.31	2,317.00	3.50	2,450.00	0.00	0.00
111	TYPE III BARRICADE	12 EA	50.00	600.00	30.56	366.72	30.00	360.00	0.00	0.00
112	CLEARING AND GRUBBING	1 LS	*****	15,000.00	*****	21,000.00	*****	25,000.00	*****	0.00
113	AIR OR HYDRO EVACUATION	12 EA	350.00	4,200.00	305.00	3,660.00	300.00	3,600.00	0.00	0.00
114	TREE PROTECTION ZONE	28 EA	150.00	4,200.00	145.00	4,060.00	125.00	3,500.00	0.00	0.00
115	REMOVE TREE, CLASS I	25 EA	200.00	5,000.00	153.00	3,825.00	170.00	4,250.00	0.00	0.00
116	REMOVE TREE CLASS II	34 EA	570.00	19,380.00	305.00	10,370.00	325.00	11,050.00	0.00	0.00
117	REMOVE TREE, CLASS III	9 EA	650.00	5,850.00	662.00	5,958.00	750.00	6,750.00	0.00	0.00
118	TREE PRUNING	6 EA	200.00	1,200.00	510.00	3,060.00	550.00	3,300.00	0.00	0.00
119	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	8,000.00	*****	13,000.00	*****	10,000.00	*****	0.00

Project Number: 2013055			Engineer's Estimate		Halme Construction Inc		West Company, Inc_			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Addendum No. 1 - REBID

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120	REMOVE AND REPLACE FENCE	4 EA	700.00	2,800.00	1,189.00	4,756.00	750.00	3,000.00	0.00	0.00
121	REMOVE EXISTING CURB	82 LF	6.00	492.00	2.50	205.00	10.00	820.00	0.00	0.00
122	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	45 SY	12.00	540.00	5.00	225.00	40.00	1,800.00	0.00	0.00
123	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	1 EA	300.00	300.00	290.00	290.00	250.00	250.00	0.00	0.00
124	SAWCUTTING CURB	8 EA	35.00	280.00	21.00	168.00	25.00	200.00	0.00	0.00
125	SAWCUTTING RIGID PAVEMENT	165 LFI	1.65	272.25	0.55	90.75	0.50	82.50	0.00	0.00
126	SAWCUTTING FLEXIBLE PAVEMENT	787 LFI	0.75	590.25	0.25	196.75	0.25	196.75	0.00	0.00
127	ROADWAY EXCAVATION INCL. HAUL	1700 CY	14.00	23,800.00	13.00	22,100.00	15.00	25,500.00	0.00	0.00
128	REMOVE UNSUITABLE FOUNDATION MATERIAL	100 CY	19.00	1,900.00	17.00	1,700.00	20.00	2,000.00	0.00	0.00
129	REPLACE UNSUITABLE FOUNDATION MATERIAL	100 CY	22.00	2,200.00	12.00	1,200.00	13.00	1,300.00	0.00	0.00
130	POND EXCAVATION INCL. HAUL	27686 CY	9.50	263,017.00	9.00	249,174.00	8.50	235,331.00	0.00	0.00
131	LOW PERMEABILITY POND LINING MATERIAL	2600 CY	20.00	52,000.00	38.00	98,800.00	32.50	84,500.00	0.00	0.00
132	PREPARATION OF UNTREATED ROADWAY	9274 SY	2.00	18,548.00	1.31	12,148.94	0.75	6,955.50	0.00	0.00
133	CONSTRUCTION GEOSYNTHETIC FOR UNDERGROUND DRAINAGE	14670 SY	2.50	36,675.00	1.00	14,670.00	1.50	22,005.00	0.00	0.00
134	CRUSHED SURFACING TOP COURSE	626 CY	47.00	29,422.00	43.00	26,918.00	45.00	28,170.00	0.00	0.00
135	CRUSHED SURFACING BASE COURSE	758 CY	39.00	29,562.00	34.00	25,772.00	40.00	30,320.00	0.00	0.00
136	CSTC FOR SIDEWALK AND DRIVEWAYS	2 CY	70.00	140.00	175.00	350.00	115.00	230.00	0.00	0.00
137	REGRADING AND SHAPING	1600 SY	2.00	3,200.00	2.00	3,200.00	1.25	2,000.00	0.00	0.00
138	GRAVEL ROAD STABILIZER	8 TO	200.00	1,600.00	425.00	3,400.00	425.00	3,400.00	0.00	0.00

<i>Project Number:</i> 2013055			<i>Engineer's Estimate</i>		Halme Construction Inc		West Company, Inc_			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Addendum No. 1 - REBID					Sales tax shall be included in unit prices					
139	HMA CL. 1/2 IN. PG 70-28, 6 INCH THICK	3620 SY	25.50	92,310.00	23.50	85,070.00	23.50	85,070.00	0.00	0.00
140	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	2011 SY	12.00	24,132.00	13.00	26,143.00	13.00	26,143.00	0.00	0.00
141	HMA CL. 1/2 IN. PG 64-28, 1 -1/2 INCH THICK	2116 SY	8.00	16,928.00	7.50	15,870.00	7.50	15,870.00	0.00	0.00
142	HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	25 TO	200.00	5,000.00	141.00	3,525.00	140.00	3,500.00	0.00	0.00
143	HMA FOR FEATHERING CL. 3/8 IN. PG 64-28	25 TO	140.00	3,500.00	141.00	3,525.00	140.00	3,500.00	0.00	0.00
144	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	100 SY	50.00	5,000.00	46.00	4,600.00	48.00	4,800.00	0.00	0.00
145	CRACK SEALING 1-INCH TO 3-INCH	8057 LF	1.75	14,099.75	2.00	16,114.00	1.90	15,308.30	0.00	0.00
146	CRACK SEALING 3-INCH TO 6-INCH	46 LF	12.00	552.00	10.50	483.00	26.50	1,219.00	0.00	0.00
147	SOIL RESIDUAL HERBICIDE	2116 SY	0.22	465.52	0.15	317.40	0.15	317.40	0.00	0.00
148	PAVEMENT REPAIR EXCAVATION INCL. HAUL	100 SY	25.00	2,500.00	24.00	2,400.00	33.00	3,300.00	0.00	0.00
149	PLANING BITUMINOUS PAVEMENT	1000 SY	3.50	3,500.00	4.32	4,320.00	7.35	7,350.00	0.00	0.00
150	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	0.00	0.00
151	COMPACTION PRICE ADJUSTMENT	1 EST	2,667.40	2,667.40	2,667.40	2,667.40	2,667.40	2,667.40	0.00	0.00
152	UNDERDRAIN PIPE 6 IN. DIAM.	1347 LF	25.00	33,675.00	4.00	5,388.00	5.50	7,408.50	0.00	0.00
153	GRAVEL BACKFILL FOR DRAIN	2635 CY	35.00	92,225.00	29.00	76,415.00	32.00	84,320.00	0.00	0.00
154	STORM SEWER PIPE 18 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	2130 LF	50.00	106,500.00	32.00	68,160.00	50.00	106,500.00	0.00	0.00
155	HDPE STORM SEWER PIPE 18 IN. DIAM INCL. STRUCTURAL EXCAVATION CLASS B	373 LF	90.00	33,570.00	48.00	17,904.00	80.00	29,840.00	0.00	0.00
156	STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	240 LF	50.00	12,000.00	21.00	5,040.00	40.00	9,600.00	0.00	0.00

<i>Project Number:</i> 2013055			<i>Engineer's Estimate</i>		Halme Construction Inc		West Company, Inc_			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Addendum No. 1 - REBID					Sales tax shall be included in unit prices					
157	DUCTILE IRON STORM SEWER PIPE 18 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	40 LF	150.00	6,000.00	89.00	3,560.00	116.00	4,640.00	0.00	0.00
158	SUMP PUMP SYSTEM	1 LS	*****	2,500.00	*****	4,000.00	*****	5,000.00	*****	0.00
159	PIPE GUARD - 18	1 EA	500.00	500.00	500.00	500.00	600.00	600.00	0.00	0.00
160	PIPE GUARD - 8	2 EA	500.00	1,000.00	300.00	600.00	400.00	800.00	0.00	0.00
161	MANHOLE TYPE 1-48, BASIC PRICE	19 EA	3,200.00	60,800.00	3,400.00	64,600.00	2,400.00	45,600.00	0.00	0.00
162	MANHOLE TYPE 2-72 INCH, BASIC PRICE	1 EA	6,000.00	6,000.00	6,500.00	6,500.00	5,000.00	5,000.00	0.00	0.00
163	DRYWELL TYPE 1	2 EA	2,600.00	5,200.00	3,200.00	6,400.00	2,800.00	5,600.00	0.00	0.00
164	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	10 EA	285.00	2,850.00	210.00	2,100.00	250.00	2,500.00	0.00	0.00
165	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	13 EA	480.00	6,240.00	500.00	6,500.00	400.00	5,200.00	0.00	0.00
166	CATCH BASIN TYPE 1	3 EA	1,900.00	5,700.00	2,500.00	7,500.00	2,000.00	6,000.00	0.00	0.00
167	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	14 EA	600.00	8,400.00	345.00	4,830.00	500.00	7,000.00	0.00	0.00
168	VALVE BOX AND COVER	3 EA	375.00	1,125.00	500.00	1,500.00	300.00	900.00	0.00	0.00
169	CONNECT EXISTING 18 IN. DIAM. SEWER PIPE TO NEW MANHOLE	1 EA	600.00	600.00	1,560.00	1,560.00	750.00	750.00	0.00	0.00
170	STORMWATER INFILTRATION TRENCH	311 LF	120.00	37,320.00	33.00	10,263.00	42.00	13,062.00	0.00	0.00
171	FRENCH DRAIN	1 LS	*****	10,000.00	*****	5,500.00	*****	3,000.00	*****	0.00
172	MANHOLE TEST	3 EA	550.00	1,650.00	830.00	2,490.00	750.00	2,250.00	0.00	0.00
173	CLEANING EXISTING DRAINAGE STRUCTURE	1 EA	325.00	325.00	100.00	100.00	300.00	300.00	0.00	0.00

Project Number: 2013055			Engineer's Estimate		Halme Construction Inc		West Company, Inc_			
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174	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	50 CY	75.00	3,750.00	120.00	6,000.00	80.00	4,000.00	0.00	0.00
175	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	20.00	1,000.00	17.00	850.00	10.00	500.00	0.00	0.00
176	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	12.00	600.00	12.00	600.00	35.00	1,750.00	0.00	0.00
177	IMPORTED BACKFILL	20 CY	18.00	360.00	12.00	240.00	35.00	700.00	0.00	0.00
178	IMPORTED OR SCREENED NATIVE BEDDING	2783 LF	3.00	8,349.00	3.50	9,740.50	1.00	2,783.00	0.00	0.00
179	CATCH BASIN SEWER PIPE 8 IN. DIAM.	234 LF	40.00	9,360.00	47.00	10,998.00	20.00	4,680.00	0.00	0.00
180	TRENCH SAFETY SYSTEM	1 LS	*****	7,000.00	*****	2,500.00	*****	2,100.00	*****	0.00
181	PLUGGING EXISTING PIPE	1 EA	150.00	150.00	600.00	600.00	500.00	500.00	0.00	0.00
182	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	3,000.00	*****	2,500.00	*****	1,000.00	*****	0.00
183	CLEANING EXISTING SANITARY SEWER	2 EA	600.00	1,200.00	320.00	640.00	235.00	470.00	0.00	0.00
184	TRENCH EXCAVATION FOR WATER SERVICE TAP	1 LS	*****	2,000.00	*****	3,000.00	*****	100.00	*****	0.00
185	ESC LEAD	1 LS	*****	1,200.00	*****	880.00	*****	800.00	*****	0.00
186	INLET PROTECTION	11 EA	65.00	715.00	60.00	660.00	75.00	825.00	0.00	0.00
187	STABILIZED CONSTRUCTION ENTRANCE	28 SY	22.00	616.00	25.00	700.00	45.00	1,260.00	0.00	0.00
188	STREET CLEANING	30 24D	450.00	13,500.00	250.00	7,500.00	450.00	13,500.00	0.00	0.00
189	QUARRY SPALL OUTFALL PAD	2 EA	500.00	1,000.00	724.00	1,448.00	600.00	1,200.00	0.00	0.00
190	TOPSOIL TYPE A, 2 INCH THICK	17300 SY	4.00	69,200.00	3.10	53,630.00	3.20	55,360.00	0.00	0.00
191	PSIPE 2 INCH CALIPER DECIDUOUS TREE	32 EA	275.00	8,800.00	350.00	11,200.00	345.00	11,040.00	0.00	0.00

<i>Project Number:</i> 2013055			<i>Engineer's Estimate</i>		Halme Construction Inc		West Company, Inc_			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Addendum No. 1 - REBID					Sales tax shall be included in unit prices					
192	PSIPE 2 GAL. CONTAINER SHRUB	52 EA	45.00	2,340.00	72.00	3,744.00	70.00	3,640.00	0.00	0.00
193	PSIPE 5 GAL. CONTAINER SHRUB	73 EA	60.00	4,380.00	86.00	6,278.00	85.00	6,205.00	0.00	0.00
194	PSIPE 6 FT. CONIFER TREE	82 EA	225.00	18,450.00	283.00	23,206.00	275.00	22,550.00	0.00	0.00
195	WEED SPRAYING AND CONTROL	2 EA	2,500.00	5,000.00	1,550.00	3,100.00	1,500.00	3,000.00	0.00	0.00
196	HYDROSEEDING	43200 SY	1.10	47,520.00	0.77	33,264.00	0.80	34,560.00	0.00	0.00
197	SOD INSTALLATION	582 SY	12.00	6,984.00	7.00	4,074.00	6.50	3,783.00	0.00	0.00
198	TOPSOIL FOR BIO-INFILTRATION SWALES, 12 INCH THICK INCL. SE	8042 SY	12.00	96,504.00	9.00	72,378.00	9.25	74,388.50	0.00	0.00
199	ROCK MULCH	20 TO	65.00	1,300.00	67.00	1,340.00	65.00	1,300.00	0.00	0.00
200	2FT. - 4FT. BOULDERS	172 EA	175.00	30,100.00	113.00	19,436.00	60.00	10,320.00	0.00	0.00
201	DEADFALL LOG	8 EA	150.00	1,200.00	205.00	1,640.00	200.00	1,600.00	0.00	0.00
202	QUARRY SPALLS	165 TO	75.00	12,375.00	48.00	7,920.00	30.00	4,950.00	0.00	0.00
203	PERMEABLE BALLAST	20 TO	65.00	1,300.00	70.00	1,400.00	40.00	800.00	0.00	0.00
204	IRRIGATION SYSTEM	1 LS	*****	60,000.00	*****	30,650.00	*****	40,000.00	*****	0.00
205	4 IN. DUCTILE IRON IRRIGATION SLEEVE	90 LF	75.00	6,750.00	33.00	2,970.00	28.00	2,520.00	0.00	0.00
206	2 IN. PVC IRRIGATION SLEEVE	18 LF	30.00	540.00	11.00	198.00	12.00	216.00	0.00	0.00
207	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	4,000.00	*****	2,800.00	*****	2,800.00	*****	0.00
208	VEHICLE GATE	2 EA	1,500.00	3,000.00	3,550.00	7,100.00	3,500.00	7,000.00	0.00	0.00
209	CEMENT CONCRETE CURB	104 LF	18.00	1,872.00	22.00	2,288.00	25.00	2,600.00	0.00	0.00
210	CEMENT CONC. ENERGY DISSIPATER	2 EA	5,000.00	10,000.00	4,500.00	9,000.00	4,900.00	9,800.00	0.00	0.00

<i>Project Number:</i> 2013055			<i>Engineer's Estimate</i>		Halme Construction Inc		West Company, Inc_			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>			<i>Tax Classification</i>							
<i>Schedule 01</i> Addendum No. 1 - REBID			Sales tax shall be included in unit prices							
211	CEMENT CONC. SIDEWALK	44 SY	28.00	1,232.00	56.00	2,464.00	47.00	2,068.00	0.00	0.00
212	RAMP DETECTABLE WARNING	16 SF	24.00	384.00	21.00	336.00	22.00	352.00	0.00	0.00
213	ELECTRICAL SYSTEM	1 LS	*****	11,000.00	*****	6,800.00	*****	7,000.00	*****	0.00
214	SIGNING, PERMANENT	1 LS	*****	800.00	*****	350.00	*****	350.00	*****	0.00
215	PAVEMENT MARKINGS - DURABLE INLAY TAPE	60 SF	10.00	600.00	21.00	1,260.00	21.00	1,260.00	0.00	0.00
216	INFORMATION SIGN	1 EA	1,500.00	1,500.00	4,525.00	4,525.00	4,000.00	4,000.00	0.00	0.00
217	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	33 LF	40.00	1,320.00	46.53	1,535.49	40.00	1,320.00	0.00	0.00
218	CSTC FOR PATHWAY	17 CY	80.00	1,360.00	92.00	1,564.00	120.00	2,040.00	0.00	0.00
<i>Schedule Totals</i>				1,753,419.17		1,547,975.20		1,565,851.85		0.00

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	1,753,419.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,753,419.17
Schimmels Constructio	1,369,870.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,369,870.40
Murphy Brothers Inc	1,455,504.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,455,504.54
N & N Excavation LLC	1,457,561.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,457,561.10
Halme Construction Inc	1,547,975.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,547,975.20
West Company, Inc.	1,565,851.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,565,851.85

Low Bid Contractor: Schimmels Construction

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$1,369,870.40	\$1,753,419.17	21.87	% Under Estimate
Bid Totals	\$1,369,870.40	\$1,753,419.17	21.87	% Under Estimate



Agenda Sheet for City Council Meeting of:
03/28/2016

Date Rec'd	3/16/2015
Clerk's File #	OPR 2013-0213
Renews #	

Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	
Contact Name/Phone	MIKE COSTER 625-4640	Project #	
Contact E-Mail	MCOSTER@SPOKANECITY.ORG	Bid #	3902-13
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4320-ALUMINUM SULFATE CONTRACT EXTENSION - KEMIRA WATER		

Agenda Wording

One-year extension (#3) of contract OPR2013.-0213 (Bid #3902-13) liquid Aluminum Sulfate with Kemira Water Solutions, Inc. (Spokane, WA).

Summary (Background)

The contract with Kemira includes an option for four annual extensions. Kemira has agreed to extend the contract with a 2% price increase. This is the third one-year extension and will be for the period of April 1, 2016 through March 31, 2017. There is (1)one-year renewal remaining (5 year maximum). The department estimates a purchase of 5,000 dry tons of liquid aluminum sulfate for a total annual cost of \$1,275,050.00 which includes tax.

Fiscal Impact		Budget Account	
Expense	\$ 1,275,050.00	#	4320.43210.35148.53203
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	Study Session	
Division Director	GIMPEL, KEN	Other	Public Works 03/14/2016
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	kbustos@spokanecity.org	
For the Mayor	SANDERS, THERESA	Tax & Licenses	
Additional Approvals		hbarnhart@spokanecity.org	
Purchasing	WAHL, CONNIE	kwsna.bids@kemira.com	
		marc.bercaw@kemira.com	
		cwahl@spokanecity.org	

CONTRACT EXTENSION 3

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and KEMIRA WATER SOLUTIONS, INC. whose address is 3211 Clinton Parkway Court, Lawrence, Kansas 66047, as "Vendor".

WHEREAS, the parties entered into a Contract wherein the Vendor agreed to provide ALUMINUM SULFATE to the City; and

WHEREAS, the original contract allows for four (4) additional one (1) year periods, subject to mutual written agreement of both parties; and

WHEREAS, the parties would like to extend the contract; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The Contract dated April 8, 2013 and April 12, 2013, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EXTENSION. The contract documents shall be extended beginning April 1, 2016 and shall run through March 31, 2017.
3. COMPENSATION. The City shall pay TWO HUNDRED THIRTY FOUR AND 69/100 DOLLARS (\$234.69) per dry ton for everything furnished and done under this Contract Extension.

Dated: _____

CITY OF SPOKANE

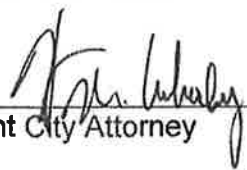
By: _____

Title: _____

Attest:

City Clerk

Approved as to form:



Assistant City Attorney

Dated: _____

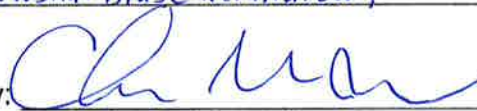
2/18/16

KEMIRA WATER SOLUTIONS, INC.

E-Mail address, if available:

KWSNA-bids@Kemira.Com

By: _____



Title: _____

Customer Service Manager

16-035

Attest:

City Clerk

Approved as to form:



Assistant City Attorney

Dated: _____

KEMIRA WATER SOLUTIONS, INC.

E-Mail address, if available:

By: _____

Title: _____

16-035

BRIEFING PAPER
Public Works Committee
Wastewater Management
March 14, 2016

Subject

One-year extension of contract #OPR2013-0213 (Bid #3902-13) liquid Aluminum Sulfate with Kemira Water Solutions, Inc. (Spokane, WA).

Background

The contract with Kemira includes an option for four annual extensions. This third one-year extension will be for the period of April 1, 2016 to March 31, 2017 and includes a 2% cost increase. The department estimates a purchase of 5,000 dry tones of liquid aluminum sulfate for a total annual cost of \$1,275,050.00, including tax.

Impact

Aluminum Sulfate is used to remove Phosphorus from water from the Riverside Park Water Reclamation Facility (RPWRF) discharged to the Spokane River. RPWRF is required, by its discharge permit, to chemically remove Phosphorus from its effluent flow during the algae growing season in Lake Spokane.

Action

Recommend approval.

Funding

Funding for this purchase is provided in the Wastewater Management budget.

Kemira

Where water
meets chemistry™

February 4, 2016

Samantha Johnson
Buyer
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA. 99201-3316

RE: Bid Number #3902-13

Dear Samatha,

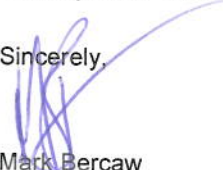
Thank you for allowing us to extend our current contract under the same terms and conditons as Bid #3902-13.

Due to an increase in ATH (Aluminum) costs, Kemira is requesting a price increase for this extension from \$230.00 per Dry Ton to \$234.69 per Dry Ton. This price is effective 04/01/16 through 03/31/17.

If you should have any questions regarding this extension pleasee contact me at 408-402-1398.

Thank you for the business.

Sincerely,



Mark Bercaw
Senior Account Manager
Kemira Water Solutions, Inc.

Kemira Oyj

P.O.Box 330 (Porkkalankatu 3)
FI-00101 Helsinki
Finland
www.kemira.com

Europe, Middle-East and Africa
Tel +358 10 8611
North America
Tel +1 770 436 1542

South America
Tel +55 11 2189 4900
Asia-Pacific
Tel +86 21 6037 5999



Agenda Sheet for City Council Meeting of:
03/28/2016

Date Rec'd	3/16/2015
Clerk's File #	OPR 2014-0451
Renews #	

Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	
Contact Name/Phone	MIKE COSTER 625-4640	Project #	
Contact E-Mail	MCOSTER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	OPR2014-0451
Agenda Item Name	4320-BIOXIDE EXTENSION WITH EVOQUA WATER TECHNOLOGIES		

Agenda Wording

One-year Extension of Contract (OPR 2014-0451) with Evoqua Water Technologies LLC (Sarasota, Florida) to supply Bioxide®.

Summary (Background)

Bioxide is a patented, non-hazardous chemical used to reduce and control odors and corrosion caused by the formation of sulfides. The department uses this chemical at the Northwest Terrace Lift Station. Based on current usage, we estimate we will use approximately 65,000 gallons of Bioxide per year at \$2.61 per gallon, for a total cost of \$184,405.55, tax included. This extension is at no cost increase from the current price. This is the first of three potential annual extensions. (5 year max).

Fiscal Impact		Budget Account	
Expense	\$ 184,405.55	#	4320-43240-35148-53203
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	Study Session	
Division Director	GIMPEL, KEN	Other	Public Works 3/14/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	kbustos@spokanecity.org	
For the Mayor	SANDERS, THERESA	Tax & Licenses	
Additional Approvals		hbarnhart@spokanecity.org	
Purchasing		kbrooks@spokanecity.org	
		thomas.hoying@evoqua.com	
		sheri.whalen@evoqua.com	
		mcoster@spokanecity.org	

CONTRACT EXTENSION

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and EVOQUA WATER TECHNOLOGIES, whose address is 2650 Tallevast Road, Sarasota, Florida 34243, as "Vendor".

WHEREAS, the parties entered into a Contract wherein the Vendor agreed to provide BIOXIDE® FULL SERVICES ODOR CONTROL PROGRAM (FSOC); and

WHEREAS, the original Contract allows for three (3) additional one (1) year terms, subject to mutual written agreement of both parties; and

WHEREAS, the parties would like to extend the Contract; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The Contract dated May 19, 2014 and August 8, 2014 , any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EXTENSION. The contract documents are hereby extended and shall run through March 31, 2017.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk



Assistant City Attorney

Dated: 2/18/16

EVOQUA WATER TECHNOLOGIES

E-Mail address: thomas.hoying@evoqua.com

By:

Tom Hoying

Title: Business Process Specialist

16-036

BRIEFING PAPER
Public Works Committee
Wastewater Management
March 14, 2016

Subject

One-year Extension of Contract (OPR 2014-0451) extension with Evoqua Water Technologies to supply Bioxide®

Background

Bioxide is a patented, non-hazardous chemical used to reduce and control odors and corrosion caused by the formation of sulfides. The department uses this chemical at the Northwest Terrace Lift Station. Based on current usage, Wastewater Management estimates it will use approximately 65,000 gallons of Bioxide per year at \$2.61 per gallon, for a total cost of \$184,405.55, tax included. This extension is at no cost increase from the current price and is the first of three potential annual contract extensions.

Impact

The Northwest Terrace pump station discharges to a pressure main having a long residence time created by diameter and length. When raw sewage enters the pressure main it decomposes. During the decomposition process, bacteria consume oxygen present in the raw sewage, stripping oxygen from nitrogen and sulfur compounds, creating corrosive and odorous substances such as Hydrogen Sulfide (H₂S). Bioxide provides a new source of oxygen, limiting creation of the corrosive and odorous substances. Bioxide has been used to control odors and prevent corrosion at Northwest Terrace for more than fourteen years.

Action

Recommend approval.

Funding

Funding for this purchase is provided in the Wastewater Management budget.

Barnhart, Heather

From: Whalen, Sheri L <sheri.whalen@evoqua.com>
Sent: Friday, February 05, 2016 5:25 AM
To: Barnhart, Heather
Cc: Vander Kooi, Clint J; Kainer, Jerry L; Morano, David L
Subject: RE: Spokane Contract Renewal

Follow Up Flag: Follow up
Flag Status: Flagged

Evoqua Water Technologies is pleased to renew the contract with the City of Spokane, WA for another year at the same price, terms and conditions.

Please send the renewal paperwork to my attention and I will have it completed.

Thank you for your business!

Sheri

Sheri Whalen
Contracts Administrator

Evoqua Water Technologies LLC
Municipal Services
sheri.whalen@evoqua.com
Phone: (941) 359-7931

From: Barnhart, Heather [<mailto:hbarnhart@spokanecity.org>]
Sent: Wednesday, February 03, 2016 12:28 PM
To: Municipal Services <municipalservices@evoqua.com>
Subject: FW: Contract Renewal
Importance: High

Good morning:

The City of Spokane is interested in renewing the attached contract OPR 2014-0451 for the provision of Bioxide to the Riverside Park Water Reclamation Facility (Northwest Terrace Pump Station). This renewal option would be the first of three possible annual renewals and would extend the contract to March 31, 2017. Would Evoqua please indicate if interest is shared for this renewal and advise if one annual renewal could be processed at the same price points? If additional information is required to make this decision, please let me know.

Reference documentation is attached.

Thank you in advance for your prompt reply and interest in working with the City of Spokane.

Heather Barnhart

Warehouse and Yards Foreperson
City of Spokane | Riverside Park Water Reclamation Facility
4401 N Aubrey L White Pkwy, Spokane, WA 99205
(509) 625-4606 | hbarnhart@spokanecity.org

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

03/28/2016

Date Rec'd	3/16/2015
Clerk's File #	OPR 2014-0297
Renews #	

Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	
Contact Name/Phone	MIKE COSTER 625-4640	Project #	
Contact E-Mail	MCOSTER@SPOKANECITY.ORG	Bid #	3979-13
Agenda Item Type	Contract Item	Requisition #	OPR2014-0297
Agenda Item Name	4320-POLYMER EXTENSION WITH POLYDYNE INC.		

Agenda Wording

One-year Extension of Contract (OPR2014-0297) with Polydyne Inc. (Riceboro, GA) to supply dry and liquid polymer to the Riverside Park Water Reclamation Facility (RPWRF)

Summary (Background)

Polydyne, Inc. has offered to extend the contract, with no price increase, to supply dry polymer at a \$1.59/lb, and liquid polymer at \$0.85/lb. Polydyne Inc. will supply approximately 143,850 lbs of dry polymer per year at a cost of \$1.59/lb, and 46,000 lbs of liquid polymer per year at a cost of \$0.85/lb for a total annual contract cost of \$291,121.97, including sales tax, for the one year extension. This is the first extension with two potential annual extensions remaining. (5 year max).

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 291,121.97	#	4320-43210-35148-53203
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	
<u>Division Director</u>	GIMPEL, KEN	<u>Other</u>	Public Works 3/14/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	kbustos@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	Tax & Licenses	
<u>Additional Approvals</u>		hbarnhart@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	kbrooks@spokanecity.org	
		jdesrochers@polydyneinc.com	
		swells@snfhc.com	
		mcoster@spokanecity.org	

PURCHASE AGREEMENT EXTENSION #1

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and POLYDYNE INC., whose address is 1 Chemical Plant Road, Riceboro, Georgia 31323 (*Remittance address*: P.O. Box 279, Riceboro, Georgia 31323), as "Vendor".

WHEREAS, the parties entered into a Contract wherein the Vendor agreed to sell to the City LIQUID AND DRY CHEMICAL ORGANIC POLYMER FLOCCULENT; and

WHEREAS, the Agreement may be extended, upon mutual written agreement of both parties, for three (3) additional one year agreement periods with the total agreement period not to exceed five (5) years; and

WHEREAS, the parties would like to extend the agreement; -- Now, Therefore,

The parties agree as follows:

1. AGREEMENT DOCUMENTS. The Agreement dated March 27, 2014, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EXTENSION. The agreement documents are hereby extended and shall run through February 29, 2017.
3. COMPENSATION. The City shall pay TWO HUNDRED SIXTY-SEVEN THOUSAND EIGHT HUNDRED TWENTY-ONE AND 50/100 DOLLARS (\$267,821.50), plus applicable taxes, for everything furnished and done under this Agreement Extension.

Dated: _____

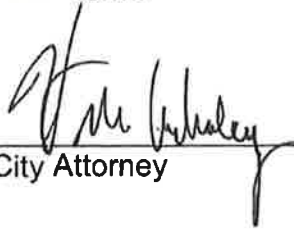
CITY OF SPOKANE

By: _____
Title: _____

Attest:

City Clerk

Approved as to form:



Assistant City Attorney

Dated: _____

POLYDYNE INC.

E-Mail address, if available:

polybiddpt@snfhc.com

By: 

Title: Boyd Stanley, Business Director

16-2008

Attest:

City Clerk

Approved as to form:



Assistant City Attorney

Dated: _____

POLYDYNE INC.

E-Mail address, if available:

By: _____
Title: _____

16-2008

Emailed to: sjohnson@spokanecity.org

January 18, 2016

Samantha Johnson
City of Spokane
Wastewater Management Department
RPWRF & Sewer Maintenance
4401 N. Aubrey L. White Parkway
Spokane, WA 99205

Subject: Contract Extension; Bid #3979-13 Liquid and Dry Chemical Organic Polymer Flocculent

Dear Ms. Johnson,

Polydyne Inc. is pleased to accept an extension of the referenced contract for an additional year. The products and prices will remain unchanged and are as follows:

Product	Price
Clarifloc®WE-471	\$1.59/LB.
Clarifloc® A-6350	\$0.85/LB.

The new Contract term will be **February 29, 2016 through February 28, 2017.**

All other terms and conditions will remain the same.

It has been a pleasure doing business with the City of Spokane, and we look forward to continuing our valued supply position. Should you have any questions regarding this correspondence, please feel free to contact me at (912) 880-2035.

Best Regards,



Boyd Stanley
Business Director

BRIEFING PAPER
Public Works Committee
Wastewater Management
March 14, 2016

Subject

One-year extension of contract #OPR 2014-0297 with Polydyne, Inc. to supply dry and liquid polymer to the Riverside Park Water Reclamation Facility (RPWRF)

Background

Polydyne, Inc. has offered to extend the contract, with no price increase, to supply dry polymer at a \$1.59/lb, and liquid polymer at \$0.85/lb.

This extension would be the first of three potential annual contract extensions. Polydyne Inc. will supply approximately 143,850 lbs of dry polymer per year at a cost of \$1.59/lb, and 46,000 lbs of liquid polymer per year at a cost of \$0.85/lb for a total annual contract cost of \$291,121.97, including sales tax, for the one year extension.

Impact

Chemical organic polymer flocculent (polymer) is used in the solids thickening and dewatering processes, as well as in the primary clarifiers, at the Riverside Park Water Reclamation Facility.

Action

Recommend approval.

Funding

Funding for this contract is provided in the Wastewater Management budget.

Emailed to: sjohnson@spokanecity.org

January 18, 2016

Samantha Johnson
City of Spokane
Wastewater Management Department
RPWRF & Sewer Maintenance
4401 N. Aubrey L. White Parkway
Spokane, WA 99205

Subject: **Contract Extension; Bid #3979-13 Liquid and Dry Chemical Organic Polymer Flocculent**

Dear Ms. Johnson,

Polydyne Inc. is pleased to accept an extension of the referenced contract for an additional year. The products and prices will remain unchanged and are as follows:


Product	Price
Clarifloc® WE-471	\$1.59/LB.
Clarifloc® A-6350	\$0.85/LB.

The new Contract term will be **February 29, 2016 through February 28, 2017**.

All other terms and conditions will remain the same.

It has been a pleasure doing business with the City of Spokane, and we look forward to continuing our valued supply position. Should you have any questions regarding this correspondence, please feel free to contact me at (912) 880-2035.

Best Regards,



Boyd Stanley
Business Director



Agenda Sheet for City Council Meeting of:
03/28/2016

Date Rec'd	7/12/2013
Clerk's File #	OPR 2016-0265
Renews #	

Submitting Dept	COMMUNITY, HOUSING & HUMAN	Cross Ref #	
Contact Name/Phone	M SHARTS X6840	Project #	
Contact E-Mail	MSHARTS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	1680 EAST CENTRAL COMMUNITY ORG - 1ST AVENUE DUPLEX		

Agenda Wording

Loan Agreement & other documents with East Central Community Organization(Spokane, WA)for construction of ECCO 1st Avenue Duplex, a duplex to be located at 2418 E 1st Ave - \$193,345 HOME CHDO funds (East Central)

Summary (Background)

The City receives HOME grants from HUD for rental housing projects affordable to low-income households. The loan agreement requires that 2 3-bedroom units benefit households at or below 30% and 50% of the area median income for at least 30 years. There will be two notes, one forgivable and one amortizing. The owner will invest its funds as loans and equity. The lot is currently owned by the City and will be transferred for this project.

Fiscal Impact		Budget Account
Expense	\$ 60,000 HOME CHDO	# 1710-95844-51010-54201-99999
Expense	\$ 133,345 HOME CHDO	# 1710-95845-51010-54201-99999
Select	\$	#
Select	\$	#
Approvals		Council Notifications
Dept Head	CROW, ROB	Study Session CHE 3/7/16
Division Director	MALLAHAN, JONATHAN	Other
Finance	KECK, KATHLEEN	Distribution List
Legal	WHALEY, HUNT	sscheidegger, sstopher, kkeenana, nleal, kmoat
For the Mayor	SANDERS, THERESA	msharts, rcrow, mdoval
Additional Approvals		jjelinek@ecspokane.org
Purchasing		ctvenne@comcast.net

**CITY OF SPOKANE
EAST CENTRAL COMMUNITY ORGANIZATION**

ECCO 1ST AVENUE DUPLEX

HOME PROGRAM LOAN AGREEMENT

This HOME Program Loan Agreement (the "Loan Agreement") is made effective this ____ day of _____ 2016 ("Effective Date"), by and between the **City of Spokane**, Washington, a Washington municipal corporation (the "City"), whose address is City of Spokane, c/o Community, Housing and Human Services Department (the "Department"), 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201, and **East Central Community Organization**, a Washington nonprofit corporation (the "Borrower"), whose address is 500 South Stone Street, Spokane, WA 99202. Borrower and City are together referenced as the "Parties". This Loan Agreement is part of a transaction further reflected in two Promissory Notes ("Note 1" and "Note 2", or collectively the "Notes") and a HOME Program Loan Covenant Agreement ("Covenant Agreement"). The City's disbursements under the Loan Agreement are further secured by a Deed of Trust of even date herewith ("Deed of Trust"). The terms of said documents are incorporated herein as if fully set forth herein, and together shall be referenced as the "Related Documents." The capitalized terms in said documents shall have the same meaning in this Loan Agreement unless the context clearly suggests otherwise. In the event of conflict in the terms of any of these documents, the terms most favorable to the City shall apply.

WITNESSETH: The Parties hereby agree to diligently fulfill the following duties and to perform the following services in accordance with all of the conditions, terms and requirements of this Loan Agreement.

I. PURPOSE

- A. The purpose of this Loan Agreement is to expand the supply of decent, safe, sanitary, and affordable housing for very low-income households pursuant to the HOME Investment Partnerships Program (24 CFR part 92 et seq., CFDA #14.239) ("HOME"). The City has designated Borrower as a Community Housing Development Organization ("CHDO"), and the Borrower will be developer of the Project, pursuant to 24 CFR §92.300(a).
- B. To accomplish the purpose of this Loan Agreement, the City shall provide a portion of the financing for the Borrower's construction of the ECCO 1st Avenue Duplex with two units having 3 bedrooms each to be constructed at 2418 East First Avenue in Spokane, WA (the "Project"). The legal description of the Project is:

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LOT 4 IN BLOCK 13 OF KAUFMAN'S ADDITION AS PER PLAT
THEREOF RECORDED IN VOLUME "A" OF PLATS, PAGE 131;

IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

Assessor's Parcel Number: 35211.1305

Address: 2418 East First Avenue, Spokane, WA 99202

Both units of the Project will be HOME-assisted units with 3 bedrooms each. Borrower shall provide the City with the address (e.g., street address and apartment number) of each HOME assisted unit no later than the time of initial occupancy. If the Project includes floating units, the units originally designated as HOME-assisted may change over time, but the number of HOME-assisted units, for purposes of this Loan Agreement and Related Documents, shall never be less than the number designated in this section, and any replacement units must be comparable in size, features, and number of bedrooms to those units originally identified as HOME-assisted in this section.

- C. The Project is expected to conform to the estimates noted in the Project Budget, attached hereto as "Attachment 1" and incorporated herein. All additional costs over and above the sum noted as compensation for this Loan Agreement shall be borne by the Borrower.

II. DURATION OF THE LOAN AGREEMENT

This Loan Agreement shall commence and be effective on the Effective Date and shall terminate on the later of the end of the HOME Affordability Period or full repayment and/or forgiveness of sums due under the Notes. The City and Borrower, upon mutual agreement, shall have the power to extend the term of this Loan Agreement. Any extension shall not increase the overall dollar amount loaned by the City pursuant to this Loan Agreement.

III. AMOUNT OF LOAN

The City shall loan the Borrower a sum not to exceed ONE HUNDRED NINETY-THREE THOUSAND THREE HUNDRED FORTY-FIVE AND 00/100 DOLLARS (\$193,345.00) from HOME funds, to be disbursed as provided herein, subject to the terms and conditions of this Loan Agreement and Related Documents.

IV. PRICING

This loan is subject to interest on the outstanding principal balance loaned at the rate of one percent (1%) per annum, such interest commencing on the time of disbursement(s) and compounding monthly. Payments shall be made pursuant to the Notes and Section XV herein below. If rents for any HOME-assisted in the Project are increased above the level of the Affordability Requirements defined in this Loan Agreement or any other provisions, covenants, terms, conditions or restrictions of this

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Loan Agreement are not adhered to, then the rate on the outstanding balance shall be increased to the prevailing prime lending rate as published in The Wall Street Journal, plus three percent (3%) for the remaining term of the loan, compounded monthly, and may be subject to accelerated repayment pursuant to XV.B. herein below.

V. SECURITY/SUPPORT

- A. Borrower shall assure and maintain the City's security position on the underlying real estate as evidenced by the Deed of Trust, which will be subordinate only to the City's Covenant Agreement. The Borrower, developer, or other related parties may lend additional funds to the Project, but all such loans will be in a position subordinate to the City's interest and the sum of all loans against the Project, including the City's, cannot exceed ninety percent (90%) of cost.
- B. The Affordability Requirement outlined in this Loan Agreement shall be recorded as a **covenant running with the Project**, and shall apply without regard to the term of any loan or mortgage or transfer of ownership.
- C. Borrower shall keep in force, continuously, insurance covering the Project and property legally described above, listing the City of Spokane as policy beneficiary, pursuant to Section IX of this Loan Agreement.

VI. FUNDING DISBURSEMENTS

- A. The timing and disbursement of HOME funds shall be determined by the City in its sole discretion, consistent with the provisions of this Loan Agreement. Without limiting the foregoing, funding disbursements are subject to the following conditions:
 - 1. City HOME funds shall be disbursed only after completion of all requirements imposed by the United States Department of Housing and Urban Development ("HUD"), as determined by the City in its sole discretion, and upon completion of an environmental review by the City.
 - 2. All funds committed under this Agreement must be utilized by April 30, 2017.
 - 3. Borrower may not request disbursement of funds until needed for payment of eligible project costs, as defined by 24 CFR §92.206 and as further defined in the Program Description of the City's Multifamily Housing Program, and the amount of each request must be limited to the amount needed. Architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups may be reimbursed if they were incurred not more than 24 months before the date of this Loan Agreement. In case of a dispute between the Parties regarding when the funds shall be disbursed, the

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determination of the Director of the Department of Community, Housing, and Human Services of the City of Spokane ("Director") shall govern.

B. Notwithstanding any other provision of this Loan Agreement, except as approved by the City, prior to the drawdown or disbursement of any City HOME funds hereunder, the Borrower shall provide documentation, in a form reasonably acceptable to the City, that the following actions have been taken to the City's satisfaction:

1. Recording of the Covenant Agreement and Deed of Trust.
2. The Borrower has in place all applicable construction, land use, environmental, zoning permits and/or other federal, state and local governmental approvals as necessary for undertaking the activity for which the specific draw request is to be used.
3. For projects including acquisition of land and/or buildings, an appropriate assessment of fair market value must be reviewed and approved by the City.
4. Notwithstanding any provision in this Loan Agreement, the Borrower and the City hereto agree and acknowledge that Borrower shall not be entitled to any drawdown or disbursement of funds until satisfactory completion of environmental review and receipt by the City of a release of funds from the U.S. Department of Housing and Urban Development ("HUD") under 24 CFR Part 58. The Borrower and the City further agree that the provision of any funds to the Project shall be conditioned upon the City's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review. The Borrower shall not spend any funds on physical or choice-limiting actions, including property acquisitions, demolition, movement, rehabilitation, conversion, repair, or construction prior to the environmental clearance as described herein. Violation of this provision may result in the denial of any funds under this Loan Agreement. The Borrower shall perform all the required mitigation measures referenced in the environmental review record completed by the City.
5. As applicable, the Borrower shall demonstrate, to the City's satisfaction, full compliance with the minimum wage requirements set forth in Section XVIII herein below.

C. Notwithstanding the foregoing, a retainage of ten percent (10%) of the total amount allocated under this Loan Agreement shall be held by the City until all permits have been received, final inspections are complete, a final Certificate of Occupancy is issued, the Borrower accepts the work, federal requirements are fully satisfied, and all other obligations under this Loan Agreement or related agreements are carried out to the satisfaction of the Director.

VII. INCOME DETERMINATIONS

A. For purposes of this Loan Agreement, tenant "annual income" is defined pursuant to 24 CFR §92.203, and includes income from all persons in the

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household, less income adjustments pursuant to 24 CFR §5.611. An individual does not qualify as a low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 CFR § 5.612.

- B. Initial tenant annual income determinations shall be made by the Borrower pursuant to 24 CFR §92.203. Subsequent tenant income determinations shall be made by the Borrower pursuant to 24 CFR §92.203 and 24 CFR §92.252(h).
- C. Rent increases and annual income recertifications shall be governed by the terms outlined in the Affordability Requirements.

VIII. AFFORDABILITY REQUIREMENTS

- A. HOME Affordability Period. The HOME Affordability Period, established pursuant to 24 CFR §92.252, is twenty (20) years, beginning after Project Completion, as determined by the Director. "Project Completion" means that all necessary title transfer requirements and construction work have been performed; the Project complies with the requirements of 24 CFR §92, including the property standards under 24 CFR §92.251; the final drawdown of HOME funds has been disbursed for the Project; and the project completion information has been entered in the disbursement and information system established by HUD, except that with respect to rental housing project completion, for the purposes of §92.502(d), Project Completion occurs upon completion of construction and before occupancy. Repayment of the loan during the HOME Affordability Period will not extinguish the requirements of the Related Documents.
- B. City Affordability Period. The City Affordability Period is thirty (30) years, beginning after Project Completion, as determined by the Director. The HOME Affordability Period and City Affordability Period shall run concurrently. Collectively, the two periods are hereinafter referred to as the "Affordability Period." Upon expiration of the HOME Affordability Period, the City Affordability Period shall continue, but HUD will no longer monitor compliance with Affordability Requirements, unless the City Affordability Period is coterminous with the HOME Affordability Period. The requirements of the Affordability Period and other conditions of the Related Documents shall apply, as long as there are funds owing under the Notes.
- C. Rent Limit. During the Affordability Period, tenant-paid rents on one (1) of the HOME-assisted units shall not exceed thirty percent (30%) of the adjusted income of a family whose annual income equals fifty percent (50%) of Spokane area median income ("AMI"), as defined by HUD and adjusted for family size, unit size by number of bedrooms, tenant-paid utilities and tenant-supplied appliances. In addition, rents on one (1) of the HOME-assisted units shall not exceed thirty percent (30%) of the adjusted income of a family whose annual income equals thirty percent (30%) of AMI, as defined by HUD and adjusted for family size, unit size by number of bedrooms, tenant-paid utilities and tenant-supplied appliances. Each of the two units shall have three bedrooms. Should

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the HUD rents decline below the initial project rents, the Borrower's rents do not need to be reduced below the initial rents. A table of initial HOME rents for the Project as established by HUD is attached to this Loan Agreement as Attachment 2. The adjustment for tenant-paid utilities and tenant-supplied appliances is subject to 24 CFR §92.252, which previously used the Section 8 existing housing allowance for tenant-furnished utilities and other services as published annually by HUD and issued by the Spokane Housing Authority or twelve (12) months of documented actual utility costs as acceptable to the City's Community, Housing & Human Services Department ("Department"). New HUD requirements are being clarified and may include that the adjustment for tenant-paid utilities and tenant-supplied appliances be based on the HUD Utility Schedule Model, twelve (12) months of documented actual utility costs as acceptable to the Department, or other methods as determined by HUD. Currently, the HUD Utility Schedule Model can be found at: <http://huduser.org/portal/resources/utlmodel.html>.

However, any HOME-assisted unit receiving federal or state project-based rental assistance, where the tenant pays not more than thirty percent (30%) of the household's adjusted income as a contribution toward rent, shall be limited to the maximum rent allowed under the federal or state project-based rental assistance program.

The City will provide Borrower with information on updated HOME rent limits so that rents may be adjusted (not to exceed the maximum HOME rent limits exclusive of rent paid through project-based subsidies) in accordance with this Loan Agreement and §92.252(f)(2). The Borrower must annually provide the City with information on rents and occupancy of HOME-assisted units to demonstrate compliance with the Affordability Requirements of this Loan Agreement. The City will review rents for compliance and approve or disapprove them every year. The Borrower must provide tenants of HOME-assisted units written notification of rent increases no less than 30 days prior to the beginning of the month in which the increase is intended to be implemented, subject to the provisions of a tenant's lease agreement, pursuant to §92.252(f)(3).

- D. LIHTC Rent Clause. For tenants of low-income tax credit assisted units (if low-income housing tax credits are awarded to the Project or portions of the Project), any increases in rent associated with tenant income shall be governed solely by section 42 of the Internal Revenue Code of 1986, as amended from time to time.
- E. Upon completion of the HOME Affordability Period, if the maximum rent and income limits are exceeded, the loan will be subject to repayment at the higher interest rate as provided for in Paragraph 2 of the Promissory Notes.
- F. Income Limit. At initial occupancy, tenants of one (1) of the HOME-assisted units shall have incomes not greater than fifty percent (50%) of the Spokane area median income ("AMI") as defined by HUD. In addition, tenants of one (1) of the HOME assisted units shall have incomes not greater than thirty percent

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(30%) of AMI at initial occupancy. If any of these tenants' incomes increases to a level exceeding fifty percent (50%) of AMI, then the next available HOME-assisted unit shall be made available to families at or below thirty percent (30%) of AMI. If the income of a tenant of a HOME-assisted unit increases and exceeds eighty percent (80%) of AMI, then the tenant's rent shall increase to the lesser of thirty percent (30%) of the tenant's adjusted monthly income or Fair Market Rent.

- G. Income Certifications. All tenants' incomes shall be recertified annually by the Borrower. Any applicable rent increases will be effective upon the next lease renewal, and are subject to thirty (30) days' written notice.
- H. Additional Affordability Requirements. The Project must comply with the affordable housing requirements of 24 CFR §92.252.
- I. Relocation. Tenants in occupancy prior to the Project are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended ("URA"), 42 USC 4601 et seq. and the regulations promulgated thereunder. All relocation payments and expenses shall be borne by the Borrower.
- J. Protection of Affordability Requirements – City Purchase Option. The Affordability Requirements may terminate upon foreclosure or transfer in lieu of foreclosure at the sole election of the Director. In the event of a pending or threatened foreclosure, the City is hereby granted an option and a right of first refusal to purchase the Project before foreclosure or deed in lieu of foreclosure to preserve affordability. The City may exercise its right to purchase the Project in any reasonable manner following the City's receipt of written notice of pending or threatened foreclosure proceedings and/or a possible deed in lieu of foreclosure, which notice Borrower hereby agrees to provide to City. The purchase price shall be the assessed value of the Project at the time of the City's exercise of its purchase rights, less any financial obligations assumed by the City at the time of the City's acquisition of the Project. The City further reserves the right to revive any affordability restrictions according to the original terms of this Loan Agreement if, during the HOME Affordability Period (as defined herein), the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Project or property.

IX. INSURANCE

The Borrower shall keep the Project and all improvements now existing or hereafter erected thereon continuously insured as required in the Deed of Trust, the Notes and the Covenant Agreement and this Loan Agreement, naming the City as mortgagee and/or loss payee. The insurance requirements apply during the Affordability Period, or during any such time as there are outstanding sums due under the Notes, whichever is longer.

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X. PROPERTY STANDARDS

- A. All HOME-assisted housing under this Loan Agreement shall meet the requirements of 24 CFR §92.251, which includes all applicable Federal, State and local code requirements and housing quality standards, rehabilitation standards, ordinances and zoning ordinances at the time of Project completion and for the duration of the Affordability Period. Where relevant, the housing must be constructed to mitigate the impact of potential disasters (e.g., earthquakes, hurricanes, flooding, and wildfires), in accordance with applicable State and local codes, ordinances, or other State and local requirements, or such other requirements as HUD may establish. The standards under 24 CFR §92.251 were modified in 2013 and implementation awaits further clarification from HUD, at this time.
- B. Any accessible HOME-assisted housing units under this Loan Agreement shall, for the duration of the Affordability Period, meet the accessibility requirements of 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable. Covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601-3619). The foregoing shall not be interpreted as limiting Borrower's obligation to comply with accessibility requirements applicable to the Project as whole.
- C. The Borrower shall comply with the provisions of 24 CFR §92.251.

XI. ADDITIONAL MISCELLANEOUS COVENANTS

Borrower shall:

- A. Comply with the Affordability Requirements described in this Loan Agreement and related documents.
- B. Maintain all required insurance, including without limitation the insurance required by the Deed of Trust.
- C. Maintain Project financial reports, Project financial records, and provide all other information and documentation that the City may reasonably request.
- D. Make prompt payment of all taxes and financial liabilities.
- E. Not hypothecate or encumber Project assets in any way, except to the extent provided for under this Loan Agreement or as approved of by the Director in writing. The Director may withhold such approval at his/her reasonable discretion.

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- F. Promptly provide (i) rent and tenant income information at initial tenant occupancy and (ii) rent, occupancy, and tenant income information annually throughout the term of this Loan Agreement, or as otherwise requested by the City. If the Project has floating HOME units, the Borrower must provide the City with information regarding the unit substitution and filling vacancies so that the Project remains in compliance with HOME rental occupancy requirements.
- G. Promptly provide, upon request by the City, such documentation as is necessary (including financial statements) to enable the City to determine the financial condition and continued financial viability of the Project.
- H. During the Affordability Period, prohibit occupancy of any HOME-assisted unit by Borrower (or officer, employee, agent, elected or appointed official, or consultant of the Borrower, or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of Borrower) whether private, for-profit or nonprofit, including a CHDO when acting as an owner, developer or sponsor.
- I. Comply with all applicable federal, state, and local regulations and requirements, including, but not limited to Uniform Administrative Requirements, Federal Labor Standards, Davis-Bacon and Related Acts, Uniform Relocation Act requirements applicable as of the date of the execution of this Loan Agreement, and the provisions of the Lead-Based Paint Poisoning Prevention Act. The City's costs to administer Davis-Bacon Federal Labor Standards, and Related Acts shall be borne by the Borrower. When Washington State prevailing wages apply, the Borrower shall comply with all State requirements under RCW 39.12 to the satisfaction of the State of Washington. When applicable, the higher of Washington State prevailing wages or Davis-Bacon wages shall apply.
- J. Comply with all HOME program project requirements pursuant to 24 CFR part 92 et seq.
- K. Maintain housing in compliance with the property standards of 24 CFR §92.251 and local code requirements throughout the term of this Loan Agreement.
- L. Upon Project completion, the Project shall obtain a final Certificate of Occupancy, meet all licensing requirements needed to operate the facility as proposed by Borrower in its various funding applications, and meet the property standards of 24 CFR §92.251, minimum rehabilitation standards of the City, and all applicable state and local codes and ordinances. New construction projects must also meet HUD, state, and local requirements relating to accessibility and disaster mitigation.
- M. Cause both of the HOME-assisted units to be occupied by income-eligible households within eighteen (18) months after the Project is completed. If any HOME-assisted units are not occupied by eligible tenants within 6 months

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following the date of Project Completion, Borrower shall submit to the City current marketing information and, if the City requests it, an enhanced marketing plan for leasing the unoccupied units as quickly as possible, which information the City will provide to HUD as required by 24 CFR §92.252. If any HOME-assisted unit has not been rented to eligible tenants within eighteen (18) months after the date of Project Completion, Borrower shall repay the City \$96,672.50/unit for each such unit within thirty (30) days of the City's written request for repayment. This reflects the proportionate per unit share of HOME funds, i.e., \$193,345 HOME dollars/2 HOME units.

The Borrower shall cause the Covenant Agreement (which shall contain the foregoing covenants) to be recorded as a covenant running with the land.

Borrower shall pay at loan closing all costs associated with the negotiation, documentation and closing of the loan, including without limitation title premiums escrow fees, recording fees, appraisal fees, and City's attorneys' fees.

XII. PROJECT TIMETABLE

- A. The Borrower agrees to complete work required in accordance with the timetable set forth in Attachment 3. Timely completion of the work is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and failure to meet deadlines could result in the loss of the Federal funds. By the acceptance and execution of this Loan Agreement, the Borrower agrees that the Project will be completed as expeditiously as possible and make every effort to ensure the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and revocation of HOME funds. Since it is mutually agreed that time is of the essence, the Borrower shall cause appropriate provisions to be included in all contracts or subcontracts relative to the work tasks in Attachment 3. It is intended that such provisions included in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the City and enforceable by the City against the Borrower and its successors and assigns to the project or any part thereof or any interest therein.
- B. In the event the Borrower is unable to meet the above schedule or complete the above services due to delays resulting from Acts of God, untimely review and approval by the City and other governmental authorities having jurisdiction over the Project, or other delays that are not caused by the Borrower, the City shall grant a reasonable extension of time for completion of the work. It shall be the responsibility of the Borrower to notify the City promptly in writing whenever a delay is anticipated or experienced, and to inform the City of all facts and delays related to the delay.

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XIII. DEFAULT

A. The following shall be considered "Events of Default" for purposes of this Loan Agreement:

1. Failure of Borrower to make any principal and interest payment within fifteen (15) days after such payment is due.
2. Failure to perform, observe or comply with the Affordability Requirements, Income Determinations, or any other provisions, related covenants, terms, conditions or restrictions of this Loan Agreement or any agreement relating to the Project (i.e., the occurrence of an event of default under other indebtedness secured by the Project property) or any part thereof, and failure to fully cure the same within the period of time, if any, permitted for cure and, if no period for cure is otherwise provided for, within sixty (60) days of written notice from the City of such failure, requesting the same to be remedied; provided, after a second non-compliance of any provision in a five- (5-) year period, only fourteen (14) days written notice is needed.
3. Failure to perform required maintenance or performance of any act by Borrower which would, in the City's reasonable opinion, adversely affect the value of the Project.
4. Sale, transfer, lease, or other conveyance of the Project or any portion thereof, including assumptions and subordinations, without obtaining the prior written consent of the Director.
5. Filing a voluntary or involuntary petition not dismissed within ninety (90) days after filing under the United States Bankruptcy Code by or against the Borrower.
6. Any representation, warranty, or disclosure made to the City or any other Project lender which proves to be materially false or misleading as of the date made, whether or not such representation, warranty, or disclosure appears in this Loan Agreement.
7. Failure to maintain and keep in force adequate amounts of insurance as is usual in the business carried on by the Borrower, or as required herein.
8. Without limiting any of the foregoing, Borrower's failure to comply with the minimum wage requirements set forth in Section XVIII of this Loan Agreement.

XIV. REMEDIES

A. Upon the occurrence of an event of default not timely cured after notice, the City may, in addition to any other remedies which the City may have hereunder or under this Loan Agreement or by law or equity, at its option and upon written notice to the Borrower, take any or all of the following actions:

1. Immediately terminate any further advance of loan funds.

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2. Declare the debt incurred hereunder and under the Related Documents immediately due and payable and commence collection proceedings against the Borrower.
 3. Seek judicial appointment of a receiver.
 4. Foreclose under the security documents or instruments, judicially or non-judicially.
 5. File suit against the Borrower.
 6. Seek specific performance or injunctive relief to enforce performance of the undertakings, duties, and agreements provided in this Loan Agreement or any related security document or instrument, whether or not a remedy at law exists or is adequate.
- B. All remedies of the City provided for herein are cumulative and shall be in addition to all other rights and remedies provided by law or in equity or by this Loan Agreement. The exercise of any right or remedy by the City shall not in any way constitute a cure or waiver of default under this Loan Agreement or any other related Project agreement, or invalidate any act done pursuant to any notice of default, or prejudice the City in the exercise of any of its rights unless, in the exercise of such rights, the City realizes all amounts owed to it by the Borrower.
- C. A failure to declare or a delay in declaring a default shall not constitute a waiver of any rights or remedies or excuse any failure by the Borrower to strictly comply with its obligations under this Loan Agreement or any other related Project agreement or document.

XV. REPAYMENT

- A. Payments of principal and interest for Note 1 shall be deferred for 12 months and payment of principal and interest for Note 2 shall be deferred during the HOME Affordability Period, so long as Borrower and the Project are in compliance with the Affordability Requirements per the terms of the Loan Agreement and Covenant Agreement together with all other provisions of the Notes and Related Documents.
- B. Following the HOME Affordability Period, and during the remaining City Affordability Period, the amounts due under Note 2 may be eligible for debt forgiveness. In exchange for complying with the Affordability Requirements during that period of the City Affordability that extends beyond the HOME Affordability Period (the "Forgiveness Period"), the principal and interest of Note 2 may be forgiven for each year of the Forgiveness Period, until it is fully forgiven or paid at the end of the Affordability Period. If, at the end of each year during Forgiveness Period, the Borrower has complied, for that year, with the Affordability Requirements of this Loan Agreement and the Covenant Agreement and is in compliance with all other provisions of this Loan Agreement and Related Documents, then the loan payments for Note 2 shall be forgiven for that year; provided, no payments shall be forgiven for affordability periods of less than one (1) year. The amount of the annual loan forgiveness shall be the sum

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of twelve monthly payments; the monthly payments will be in an amount sufficient to amortize the principal and interest over the remaining term of the Affordability Period. During the Affordability Period, Borrower shall notify the City in writing if, for any reason, the Project will not comply with the Affordability Requirements, at which time any and all outstanding balance would become immediately due and payable in full.

- C. If Borrower elects not to comply with the Affordability Requirements beyond the end of the HOME Affordability Period, repayment of principal and interest under Note 2 shall be made monthly in an amount sufficient to amortize the loan over the remaining term of the Affordability Period.
- D. Repayment of Note 1 or Note 2 during the HOME Affordability Period described in Paragraph VIII.A of this Loan Agreement shall not extinguish the Affordability Requirements.
- E. Payment of principal, interest, and fees relating to the Notes shall be made in lawful money of the United States of America in immediately available funds to the City of Spokane, at the Community, Housing and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201, or at such other place as the City may designate to Borrower in writing.

XVI. NONDISCRIMINATION/RENT SUBSIDY

Neither the Borrower nor any of its agents shall refuse to lease HOME-assisted units to a certificate or voucher holder under 24 CFR part 982 – Section 8 Tenant-Based Assistance: Unified Rule for Tenant-Based Assistance under the Section 8 Rental Certificate Program and the Section 8 Rental Voucher Program or to the holder of a comparable document evidencing participation in a HOME tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate, voucher, or comparable HOME tenant-based assistance document.

XVII. FAITH-BASED ACTIVITIES AND ORGANIZATIONS

- A. Borrower, in providing services supported in whole or in part with HOME program funds, shall not discriminate against current or prospective program beneficiaries (i.e., tenants) on the basis of religion, a religious belief, or a refusal to attend or participate in a religious practice.
- B. If Borrower engages in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, Borrower must perform such activities and offer such services outside of and separately in time or location, from the activities or programs financed under this Loan Agreement, and participation in any such explicitly religious activities must be voluntary for the program beneficiaries of the HUD-funded programs or services (i.e., tenants).

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- C. Whether or not Borrower is a faith-based organization, it may use the loan proceeds provided under this Loan Agreement as provided under relevant regulations and this Loan Agreement without impairing its independence, autonomy, expression of religious beliefs, or religious character. Borrower will retain its independence from Federal, State, and local government, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct HOME funds to support or engage in any explicitly religious activities, including activities that involve overt religious content, such as worship, religious instruction, or proselytization, or any manner prohibited by law. Borrower may use space in their facilities to provide program-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, Borrower retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- D. The loan proceeds provided to Borrower pursuant to this Loan Agreement may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are or will be used for explicitly religious activities. Subject to other limitations in this Loan Agreement, loan proceeds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under HOME regulations. When a structure is or will be used for both eligible and explicitly religious activities, HOME funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to the HOME program. Sanctuaries, chapels, or other rooms that Borrower uses as its principal place of worship, however, are ineligible for HOME-funded improvements. Disposition of real property after the term of the loan or grant, or any change in use of the property during the term of the loan or grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).
- E. This limitations in this Section XVII shall apply regardless whether the loan proceeds under this Loan Agreement includes local funds that the City has voluntarily contributed to supplement federally funded activities.

XVIII. COMPLIANCE WITH LAWS

- A. The Borrower shall comply with all HOME Program requirements as outlined in 24 CFR part 92 et seq., as may be amended from time to time.
- B. The Borrower shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601 et seq.), E.O. 11063 (3 CFR, 1959-1963 Comp., p. 652), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and HUD regulations issued pursuant thereto.

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- C. The Borrower shall comply with the nondiscrimination and equal opportunity, disclosure requirements, debarred, suspended or ineligible contractors, and drug-free workplace, per 24 CFR §92.350.
- D. The Borrower shall comply with the affirmative marketing and minority outreach program of 24 CFR §92.351, and shall further comply with the tenant selection requirements set forth in 24 CFR 92.253(d).
- E. The Borrower shall comply with the National Environmental Policy Act of 1969, as outlined in 24 CFR 92.352 and Borrower agrees to implement City-identified conditions on safeguards to protect and enhance environmental quality or minimize adverse environmental impacts.
- F. Minimum Wages.

1. Federal Labor Standards/Davis-Bacon Act ☐ Applicable ☒ Not Applicable. If the "Applicable" box is checked, the following provisions apply:

- a. The Borrower shall pay prevailing wages, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a-276a-5), to all laborers and mechanics employed in the development of the Project; provided, in the event the Project is subject to state minimum wage requirements, and if the state minimum wage rate exceeds the Department of Labor rate, the conflict will be resolved by applying the higher rate
- b. All contracts relating to the Project shall contain a provision requiring the payment of such wages, as predetermined by the Secretary of Labor under the Davis-Bacon Act, 40 USC 276(a) under wage decision [DECISION #], modification [MODIFICATION #], dated _____.
- c. The Borrower shall pay overtime, as applicable, pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).
- d. The Borrower shall comply with all regulations issued under the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act, all Federal laws and regulations pertaining to labor standards, Federal Labor Standards, HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), and 24 CFR §92.354, as applicable.
- e. The Borrower shall provide contracts with the prime contractor and major subcontractors as soon as these contracts are available and the contracts shall evidence compliance with Federal Labor Standards.
- f. These prevailing wage requirements do not apply to volunteers or sweat equity pursuant to 24 CFR §92.354(a) and (b).
- g. Borrower shall reimburse the City for all costs incurred by the City in administering Borrower's compliance with applicable Davis-Bacon, Federal Labor Standards, and Related Acts.

DRAFT

2. Labor Standards. If applicable, the Federal Labor Standards Provisions (HUD 4010) are attached as Attachment n.a..
 3. State Minimum Wage. When Washington State prevailing wages apply, the Borrower shall comply with all State requirements under RCW 39.12 to the satisfaction of the State of Washington. When applicable, the higher of Washington State prevailing wages or Davis-Bacon wages shall apply. When Washington State prevailing wages apply, the contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State 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 rate of wage for each classification of workers entitled to 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 chapter 60.28 RCW, the contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.
- G. Conflict of Interest. The Borrower shall comply with the conflict of interest provisions prescribed in 24 CFR §92.356(f). During the Affordability Period, Borrower shall prohibit occupancy of any HOME-assisted unit by Borrower (or officer, employee, agent, elected or appointed official, or consultant of the Borrower, or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the Borrower), whether private, for-profit or nonprofit, including a community housing development organization (CHDO) when acting as an owner, developer, or sponsor. Additional conflict of interest information applicable to CHDOs is in Attachment 4.
- H. The Borrower shall comply with the equal employment opportunities for low- and very low-income persons pursuant to 24 CFR part 135.
- I. The Borrower shall comply with the Fair Housing Act as implemented by 24 CFR parts 100-115, as applicable.
- XIX. TENANT AND PARTICIPANT PROTECTIONS
- A. There must be a written lease between the tenant and the Borrower that complies with 24 CFR 92.253 (Tenant Protections and Selection) and that is for a period of not less than one year, unless by mutual agreement between the tenant and the owner a shorter period is specified.
- B. Leases between the Borrower and a tenant shall not contain any of the following provisions:

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1. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.
 2. Agreement by the tenant that Borrower may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the Borrower and tenant. This prohibition does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. Borrower may dispose of this personal property in accordance with Washington state law.
 3. Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.
 4. Agreement by the tenant that the Borrower may institute a lawsuit against a tenant or affecting a tenant's interests without notice to tenant.
 5. Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the Borrower and tenant.
 6. Agreement by the tenant to waive any right to a trial by jury.
 7. Agreement by the tenant to waive the tenant's right to appeal, or otherwise challenge in court, a court decision in connection with the lease; and,
 8. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
 9. Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.
- C. Borrower may not terminate the tenancy or refuse to renew the lease of a tenant occupying a HOME-assisted unit except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or for other good cause. Good cause does not include an increase in the tenant's income or refusal of the tenant to purchase the housing. To terminate or refuse to renew tenancy, Borrower must serve written notice upon the tenant specifying the grounds for the action at least thirty (30) days before the termination of tenancy.
- D. Borrower shall adopt and follow written tenant selection policies and criteria that:
1. Limit the HOME-assisted units to very low-income and low-income families;
 2. Are reasonably related to the applicants' ability to perform the obligations of the lease (i.e., to pay the rent, not to damage the housing, not to interfere with the rights and quiet enjoyment of other tenants);

DRAFT

3. Limit eligibility or give a preference to a particular segment of the population if otherwise permitted in this Loan Agreement (and only if the limitation or preference is described in the City's consolidated plan).
- E. Borrower shall select tenants from a written waiting list in the chronological order of their application, insofar as is practicable, and give prompt written notification to any rejected applicant of the grounds for any rejection.
 - F. Borrower shall not charge fees that are not customarily charged in rental housing (e.g., laundry room access fees), except that Borrower may charge: (i) reasonable application fees to prospective tenants; (ii) parking fees to tenants only if such fees are customary for rental projects in the neighborhood; and (iii) fees for services such as bus transportation or meals, as long as such services are voluntary and fees are charged for services provided.

XX. TENANT PARTICIPATION PLAN

If the Borrower is a Community Housing Development Organization ("CHDO") as defined by 24 CFR 92.2, the Borrower shall adhere to a fair lease and grievance procedure approved by the City and shall provide a plan for and follow a program of tenant participation in management decisions pursuant to 24 CFR §92.303.

XXI. UNIFORM ADMINISTRATIVE REQUIREMENTS/PROJECT REQUIREMENTS

- A. The Borrower shall comply with the applicable uniform administrative requirements of 24 CFR §92.505 if the Borrower is organized as a non-profit organization.
- B. The Borrower shall comply with all applicable Project requirements of Subpart F of 24 CFR part 92 et seq.
- C. The Borrower shall maintain all tenant and Project records for the most recent five- (5-) year period until five (5) years after the Affordability Period, terminates. The Borrower shall permit the Department, the HUD, and the Comptroller General of the United States, or their authorized representatives, access to all books, records, and papers of the Borrower pertinent to the Project. The Borrower shall keep and retain records sufficient to document invoices of all expenditures, project beneficiary data, and all other records required to be kept pursuant to 24 CFR §92.508.
- D. The Borrower shall permit the Department, HUD, the Comptroller General of the United States, or their authorized representatives, site visits at all times upon reasonable notice throughout the Affordability Period.

XXII. TRANSFER/ASSIGNMENT

The Borrower shall not assign, transfer, subordinate or sublet any obligation of this Loan Agreement nor shall it sell or otherwise transfer any property subject to this

DRAFT

Loan Agreement without prior written consent of the Director, who may withhold consent at his/her discretion. The provisions of this Loan Agreement shall apply to all persons or entities performing obligations set forth by this Loan Agreement, including approved persons or entities to whom or to which the Borrower assigns, transfers, or sublets services as above. Such approved persons or entities shall be subject to the provisions for faith-based activities and organizations as outlined in this Loan Agreement, as applicable.

XXIII. HAZARDOUS SUBSTANCES/REPRESENTATIONS AND WARRANTIES

- A. The Borrower shall not cause or permit the presence, use, disposal, storage, or release of any "Hazardous Substances" (as defined below) on or in the Property. The Borrower shall not perform any act, nor allow, cause or permit the performance of any act, affecting the Property when such act constitutes a violation of any federal, state or local Environmental Law, ordinance or rule. As used in this provision, "Environmental Law" means federal laws, state laws and local codes, laws, and/or ordinances of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.
- B. The Borrower shall promptly give the City written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property, and any hazardous substance or Environmental Law of which the Borrower has actual knowledge. If the Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, the Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law and shall bear all costs and expenses thereof.
- C. The Borrower hereby represents and warrants that, to the best of the Borrower's knowledge and belief, and after reasonable investigation and inquiry, the Project has never been and is not being used to make, store, handle, treat, dispose of, generate, or transport Hazardous Substances in violation of any applicable law, which Hazardous Substances have not been or will not be abated according to all applicable law and regulations related thereto prior to tenant occupancy of the rehabilitated project. To the best of Borrower's knowledge and belief, and after reasonable investigation and inquiry, there has not been a release of Hazardous Substances on, from, or near the Project, which release has not been or will not be abated to levels acceptable under all applicable law and regulations related thereto prior to tenant occupancy of the rehabilitated project. The Borrower has never received any notification, citation, complaint, violation, or notice of any kind from any person relating or pertaining to the making, storing, handling, treating, disposing, generating, transporting, or release of Hazardous Substances, for which there has not been or will not be abatement to levels acceptable under all applicable law and regulations related thereto prior to tenant occupancy. Borrower represents and warrants that any asbestos and lead-based paint found within the Project will be abated to levels acceptable under applicable law prior to tenant occupancy of

DRAFT

the rehabilitated project. "Hazardous Substances" means (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) "oil, petroleum products and their by-products" as defined under Washington law as amended from time to time, and regulations promulgated thereunder; (iv) any "hazardous substance" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder; (v) any "asbestos material" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder and/or as defined by 40 C.F.R. Section 61.141, as amended from time to time; (vi) any "radon gas" in excess of levels recommended in U. S. Environmental Protection Agency Guidance Documents, as modified from time to time, or lower levels as provided by any applicable law or regulation now or hereafter in effect; (vii) any "infectious waste" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder; (viii) any substance the presence of which on any property attributable to the operations of the Borrower is prohibited, restricted or regulated by any law or regulation similar to those laws, regulations and/or documents set forth above, including without limitation, polychlorinated biphenyls ("PCBs") and lead-based paints; and (ix) any other substance which by law or regulation requires special handling in its collection, generation, storage, transportation, treatment or disposal.

XXIV. DEBARMENT AND SUSPENSION

The Borrower shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. Additionally, the Borrower shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24. Using the System for Award Management (<https://www.sam.gov>), the City has determined, as of the date of this contract that the Borrower is not excluded from federal procurement and non-procurement programs. The Borrower has provided in Attachment 5 its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

XXV. ANTI-LOBBYING

Borrower certifies that, to the best of Borrower's knowledge and belief:

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- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Borrower, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of this loan;
- B. That if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or an employee of a Member of Congress in connection with this loan, Borrower shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instruction; and
- C. Borrower shall require that the language of paragraphs A and B of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such subrecipients shall certify and disclose accordingly.

XXVI. SEVERABILITY

The invalidity of any clause, part or provision of this Loan Agreement shall not affect the validity of the remaining portions thereof.

XXVII. NOTICES

All notices given pursuant to this Loan Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the Parties hereto at the addresses set forth below, or to such other place as a Party may from time to time designate in writing:

City of Spokane
Community, Housing and Human Services Department
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3339

East Central Community Organization
500 South Stone
Spokane, WA 99202

XXVIII. INDEMNIFICATION

The Borrower shall protect, defend, indemnify, and hold harmless the City, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Borrower, its officers, employees or agents, in its performance and/or non-performance of its obligations under this Loan Agreement. The Borrower agrees that its obligations under this indemnification shall extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. ***This agreement to indemnify is a separate agreement, shall survive any***

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foreclosure action, attempted transfer or the like, is a legal obligation of the Borrower and action may be brought thereon independently of any other remedy at law or provided for herein.

XXIX. TERMINATION

In accordance with 24 CFR §85.43, this Loan Agreement may be suspended or terminated if the Borrower materially fails to comply with any term of this Loan Agreement. This Loan Agreement may be terminated for convenience in accordance with 24 CFR §85.44.

XXX. EXECUTION IN COUNTERPARTS

This Loan Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS LOAN AGREEMENT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement as of the Effective Date.

By: _____

Its: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

GIVEN under my hand and official seal the day and year in this certificate above written.

Loan Agreement - 23 of 30

CITY OF SPOKANE

Date: _____

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

Date: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this ____ day of _____, 2016, personally appeared before me **David A. Condon and Terri L. Pfister**, to me known to be the Mayor and City Clerk, respectively, of and for the City of Spokane, Washington, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC, in and for the State of
Washington, residing at _____
My Commission expires _____

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ATTACHMENT 1
PROPOSED BUDGET

ECCO 1st AVENUE DUPLEX
2418 E 1st Avenue

Closing/title	750	Sponsor investment	24,474
Construction	168,500	Developer fee loan	15,000
Construct'n conting'cy	17,750	Gap loan from owner	11,919
Infrastructure	9,000		
Sales tax	16,988	City forgivable loan	151,915
Permits, fees, hookups	5,000	City amortizing loan	41,430
Architect	2,500		
Environmental assessment	3,000		
Legal	1,250		
Other	2,500		
Insurance	750		
Accounting/audit	500		
Marketing/leaseup	500		
Carrying costs at lease up	750		
Developer fee	15,000		
TOTAL	\$244,738	TOTAL	\$244,738

The project includes the construction of a duplex with 2 three-bedroom units. The land is currently owned by the City and will be transferred to the Borrower.

HOME Rent and Income Limits

SOURCE: HUD
MSA: Spokane, WA
EFFECTIVE: June 1, 2015
2015 ESTIMATED MEDIAN INCOME: \$64,500



-----2015 INCOME LIMITS-----									
	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON	9 PERSON [▲]
AREA MEDIAN INCOME (100% AMI)	45,200	51,600	58,100	64,500	69,700	74,900	80,000	85,200	90,300
LOW-INCOME (80% AMI)	36,150	41,300	46,450	51,600	55,750	59,900	64,000	68,150	72,250
VERY LOW-INCOME (50% AMI)	22,600	25,800	29,050	32,250	34,850	37,450	40,000	42,600	45,150
EXTREMELY LOW-INCOME*(30% AMI)	13,550	15,500	17,450	19,350	20,900	22,450	24,000	25,550	27,100

-----2015 HOME PROGRAM RENTS-----						
SRO ^x	EFFICIENCY	1 BEDROOM	2 BEDROOM	3 BEDROOM	4 BEDROOM	5 BEDROOM 6 BEDROOM
FAIR MARKET RENT (FMR)	350	467	571	773	1,105	1,254 1,442 1,630
30 OF 50 RENT	♦467	♦571	726	838	936	1,032 1,128
30 OF 30 RENT	339	362	436	503	561	620 677

AMI – Area Median Income
[▲] Calculate AMI for >9-person household by adding 8% for each member over 4-person AMI and round to nearest \$50 (i.e., 10-person is 148% of 4-person AMI)
^{*} These incomes exclude the less restrictive poverty guidelines of the 2014 Appropriations Act that are not adopted by the Multifamily Housing Program.
^x HOME rent for an SRO is 75% of the Efficiency Fair Market Rent.
[♦] HOME regulation requires that HOME rent cannot exceed FMR. Therefore, this rent is capped at FMR.



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ATTACHMENT 3

TIMETABLE

Category	Milestone/Task	Deadline Month Yr/Status
Site control	Close on property.	May 2016.
Financing	Funding documented by all lenders	July 2016.
Design/Permits	Approval of zoning, site plan, construction plans.	July 2016.
	Building permits issued.	July 2016.
Construction	Begin construction.	July 2016.
	Complete construction.	February 2017.
	Certificate of occupancy issued.	February 2017.
Occupancy	Units occupied.	60 days from Certificate of Occupancy

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**ATTACHMENT 4
CHDO ADDENDUM
Additional Requirements for Community Housing Development Organizations**

Expanded CHDO Conflict of Interest Provisions

If the Project is owned, sponsored, or developed by a nonprofit organization that has been certified as a Community Housing Development Organization (CHDO) the following provisions apply:

The CHDO warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of its services hereunder. The CHDO further warrants and covenants that in the performance of this agreement, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units. No employee, agent, consultant, elected official, or appointed official of the CHDO may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

- Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the CHDO, or the proceeds thereunder; or
- Any unit benefits or financial assistance associated with HOME projects or programs administered by the CHDO, including;
 - Occupancy of a rental unit in a HOME-assisted rental project;
 - Receipt of HOME tenant-based rental assistance;
 - Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
 - Receipt of HOME homebuyer acquisition assistance; or
 - Receipt of HOME owner-occupied rehabilitation assistance.

This prohibition does not apply to an employee or agent of the CHDO who occupies a HOME-assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the City shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the CHDO in writing to the City. The CHDO must demonstrate and certify that the policies and procedure adopted for this activity will

DRAFT

ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The City may grant exceptions or forward the request to HUD as permitted by 24 CFR 92.256, 85.36 and 84.42, as they apply.

I hereby certify that **East Central Community Organization** has adopted policies and procedures for this Project that will ensure fair treatment of all parties and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance, unless the City or HUD have granted an exception as noted above.

By: _____

Date: _____

Name: _____

Title: _____

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ATTACHMENT 5

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

Where the undersigned is unable to certify to any of the statements in this contract, it shall attach an explanation to this contract.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

<u>East Central Community Organization</u> Name of Borrower (Type or Print)	<u>ECCO 1st Avenue Duplex</u> Program Title (Type or Print)
_____ Name of Certifying Official (Type or Print)	_____ Signature
_____ Title of Certifying Official (Type or Print)	_____ Date (Type or Print)

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**CITY OF SPOKANE
EAST CENTRAL COMMUNITY ORGANIZATION**

ECCO 1ST AVENUE DUPLEX

PROMISSORY NOTE 1

OPR #2016-_____

Borrower: East Central Community Organization
500 South Stone Street
Spokane, WA 99202

Lender: City of Spokane
Community, Housing and Human Services Department
808 W. Spokane Falls Blvd., Room 650
Spokane, WA 99201

Principal: \$41,430.00

Date: _____

1. **PROMISE TO REPAY:** FOR VALUE RECEIVED, the undersigned **East Central Community Organization**, hereinafter referred to as "Borrower", promises to repay to the order of the **City of Spokane**, a Washington state municipal corporation, or its successors and assigns (hereinafter called "Lender") the maximum principal sum of **FORTY-ONE THOUSAND FOUR HUNDRED THIRTY AND NO/100 DOLLARS (\$41,430.00)** or so much of said sum or sums as may now or hereafter be loaned or disbursed to the Borrower by the Lender, for the purpose of providing a portion of the financing for the Borrower's construction of the ECCO 1st Avenue Duplex, a duplex with 2 three-bedroom units, to be constructed at 2418 East First Avenue in Spokane, WA (the "Project"). This Promissory Note 1 ("Note") is part of a transaction further reflected in a Promissory Note 2 ("Note 2"), HOME Program Loan Agreement ("Loan Agreement") and HOME Program Loan Covenant Agreement ("Covenant Agreement") of even date herewith. Lender's disbursements under the Loan Agreement and Note and Note 2 are further secured by a Deed of Trust of even date herewith ("Deed of Trust"). The terms of said documents are incorporated herein as if fully set forth herein, and together shall be referenced as the "Related Documents". The capitalized terms in said Related Documents shall have the same meaning in this Note unless the context clearly suggests otherwise. In the event of conflict or ambiguity in the terms of any of these documents, the terms most favorable to Lender shall apply.

2. **INTEREST:** In addition to repayment of principal sums loaned, Borrower agrees to pay interest, compounded monthly, commencing on the date the money is first disbursed under the Loan Agreement, at the rate of one percent (1%) per annum. If rents for any HOME-assisted unit of the Project are raised above the level of the

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Affordability Requirement defined in the Loan Agreement, or any other provisions, covenants, terms, conditions or restrictions of the Loan Agreement are not adhered to, then the rate on the outstanding balance shall be increased to the prevailing prime lending rate as published in The Wall Street Journal, plus three percent (3%), compounded monthly, for the period of noncompliance, as determined by the Director of the Community, Housing and Human Services Department for the City of Spokane (the "Director").

3. REPAYMENT; MATURITY:

A. 1-Year Deferral Period: No payments of principal or interest shall be due from the date of this Note through _____, 2017, so long as Borrower and the Project are in compliance with the Affordability Requirements per the terms of the Loan Agreement and Covenant Agreement together with all other provisions of this Note and Related Documents.

B. 19-Year Payment Period: Principal and interest on this Note shall be payable in approximately equal amortized installments on the first day of each month (or the first business day thereafter if the first day of the month is a weekend or a holiday for the City), commencing on _____, 2017, in the amount required to fully amortize the outstanding principal of and accrued interest on this Note (including the interest accrued) over nineteen (19) years.

C. Prepayment: The Borrower may pay all or any portion of the outstanding principal of the Note at any time, without penalty. Repayment during the HOME Affordability Period, as described in the Loan Agreement, shall not extinguish the Affordability Requirements.

D. Late Charges: A late charge of thirty dollars (\$30.00) will be added to any payment received after the 10th day of the month in which it is due in addition to any other remedy.

E. Application of Payments: Payments received will first be applied to late charges, then to interest, and finally to principal.

F. Place of Payment: Payments of principal, interest, and fees shall be made in lawful money of the United States of America in immediately available funds to the City of Spokane, at the Community, Housing and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201, or at such other place as Lender may designate in writing according to the schedule noted above.

4. THIS NOTE IS secured by the Deed of Trust of even date herewith, duly filed for record in the County of Spokane, Washington.

5. THIS LOAN IS made for the purpose of the construction of the property described in the Deed of Trust and Loan Agreement. As a condition of receiving this loan, Borrower agrees to abide by all of the terms and conditions of this Note, Note 2,

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the Deed of Trust, the Loan Agreement and associated Covenant Agreement, incorporated herein by reference as if fully set forth.

6. IF THE BORROWER SHALL default in the payment of any amount due under this Note, and such default is not cured within ten (10) days after such payment is due, or if any other Event of Default occurs under Note 2, the Deed of Trust, the Loan Agreement or the Covenant Agreement and such default is not cured within the cure period, if any, applicable thereto, the entire unpaid principal amount of this Note, together with accrued interest, shall immediately become due and payable, at Lender's option, upon notice to the Borrower. Failure of Lender to exercise such option shall not constitute a waiver of default. If Lender exercises its option to declare the entire amount of Borrower's loan immediately due and payable as provided above, Borrower agrees to pay Lender's cost and expenses of collection, including reasonable attorney's fees and court costs. If this Note is reduced to judgment, the judgment shall bear interest at the maximum rate permissible on judgments in the State of Washington.

7. IF THE BORROWER voluntarily sells, transfers, leases or otherwise conveys the Project or any portion thereof, to any person/persons or entity/entities (the "Transferee"), other than by leasing or renting for residential tenant use as contemplated by various provisions of the Loan Agreement, or for any other incidental use (to the extent permissible under all applicable federal and state laws and regulations), an Event of Default shall occur under the terms of this Note and the Related Documents unless the Borrower obtained prior written consent of the Director. The remedies provided for Default may be exercised at the discretion of the Director. An unauthorized transfer also occurs if Borrower grants a junior security interest without obtaining the prior written consent of the Director. Any sale, transfer, leasing or other disposition of the Project in violation of this Section 7 shall not relieve the Borrower of any obligation or obligations under this Note or any Related Document. The Borrower hereby agrees that upon any sale, transfer, lease or other disposition of the Project, the Borrower shall transfer all records, accounts, electronic data or other documents pertaining to the Project, including documents related to Borrower's compliance with this Note and any Related Document, to the Transferee or its designated agent. Failure by the City to exercise any of its rights and remedies under this Note or any Related Documents shall not be construed as a waiver of any kind. The Director's written consent may be conditioned upon the following, at the Director's sole discretion:

(a) reasonable evidence satisfactory to the Director that the Borrower is not then in default under any document related to this transaction beyond any applicable grace period or cure period;

(b) an opinion of counsel for the Transferee, delivered to the City, to the effect that the Transferee (i) has assumed in writing and in full, all duties and obligations of the Borrower under this Note, the Loan Agreement and the Covenant Agreement, and (ii) that this Note and the Related Documents constitute the legal, valid and binding obligations of the Transferee;

(c) a showing that written assumption of the Transferee and/or the written agreement of the Transferee complies with all provisions of local, state and federal

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laws, ordinances and regulations applicable to the Borrower under this Note and Related Documents;

(d) a showing that the Borrower or the Transferee is not in arrears on any payments due and owing to the City or is in default under this Note or any of the Related Documents, beyond any applicable grace period or cure period;

(e) a showing that the Borrower or the Transferee do not have a history of instances of non-compliance with any non-monetary provision of this Note or any of the Related Documents, which were not cured after notice thereof and within the applicable cure period or grace period; and/or,

(f) a showing that the Borrower or the Transferee do not have a documented history of instances of failure to make payments due and owing to the City which are not paid within a reasonable period after notice thereof.

8. THIS NOTE IS not assignable or assumable without the express written consent of the Lender.

9. EACH MAKER AND endorser of this Note hereby waives demand and presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, bringing of suit, and diligence in taking action to collect any amounts called for hereunder and in the handling of properties, rights or collateral at any time existing in connection herewith. Each maker and endorser expressly agrees that this Note or any payment thereunder may be extended from time to time, and consent to the acceptance of further security for this Note, including other types of security, all without in any way affecting the liability of each maker and endorser hereof. The right to plead any statutes of limitation as a defense to any demand on this Note, or any guaranty thereof or to any agreement to pay the same or to any demand secured by the Deed of Trust or other security, securing the Note, or any and all obligations or liabilities arising out of or in connection with said Note or Deed of Trust by any parties hereto is expressly waived by each and every of the makers, endorsers, guarantors or sureties.

10. SEVERABILITY: If any provision, or a part thereof, of this Note is declared by a court of competent jurisdiction to be invalid, the invalid provision or part thereof shall be stricken, with the remainder of the provision and other provisions of this Note surviving with full force and effect.

11. BORROWER RATIFIES and reaffirms all information previously submitted in Borrower's loan application or financial statement, and by signing this Note, Borrower represents and warrants to Lender that the information provided is true and correct and that there has been no adverse change in Borrower's financial condition as disclosed to Lender in Borrower's most recent application or financial statement.

12. APPLICABLE LAW AND VENUE: This Note has been issued, executed and delivered in the State of Washington and shall be governed by and construed in accordance with the laws of the State of Washington, except to the extent that the laws of the United States of America may prevail. Venue to enforce any provision shall be in the Spokane County Superior Court.

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ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS NOTE ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

PRIOR TO SIGNING THIS NOTE, BORROWER HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO ALL TERMS AND CONDITIONS OF THIS NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS NOTE.

IN WITNESS WHEREOF, the Borrower executed this Promissory Note on this ____ day of _____, 2016.

EAST CENTRAL COMMUNITY ORGANIZATION

By: _____

Printed Name: _____

Its: _____

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**CITY OF SPOKANE
EAST CENTRAL COMMUNITY ORGANIZATION**

ECCO 1ST AVENUE DUPLEX

PROMISSORY NOTE 2

OPR #2016-_____

Borrower: East Central Community Organization
500 South Stone Street
Spokane, WA 99202

Lender: City of Spokane
Community, Housing and Human Services Department
808 W. Spokane Falls Blvd., Room 650
Spokane, WA 99201

Principal: \$151,915.00

Date: _____

1. **PROMISE TO REPAY:** FOR VALUE RECEIVED, the undersigned **East Central Community Organization**, hereinafter referred to as "Borrower", promises to repay to the order of the **City of Spokane**, a Washington state municipal corporation, or its successors and assigns (hereinafter called "Lender") the maximum principal sum of **ONE HUNDRED FIFTY-ONE THOUSAND NINE HUNDRED FIFTEEN AND NO/100 DOLLARS (\$151,915.00)** or so much of said sum or sums as may now or hereafter be loaned or disbursed to the Borrower by the Lender, for the purpose of providing a portion of the financing for the Borrower's construction of the ECCO 1st Avenue Duplex, a duplex with 2 three-bedroom units, to be constructed at 2418 East First Avenue in Spokane, WA (the "Project"). This Promissory Note 2 ("Note") is part of a transaction further reflected in a Promissory Note 1 ("Note 1"), HOME Program Loan Agreement ("Loan Agreement") and HOME Program Loan Covenant Agreement ("Covenant Agreement") of even date herewith. Lender's disbursements under the Loan Agreement and Note and Note 1 are further secured by a Deed of Trust of even date herewith ("Deed of Trust"). The terms of said documents are incorporated herein as if fully set forth herein, and together shall be referenced as the "Related Documents". The capitalized terms in said Related Documents shall have the same meaning in this Note unless the context clearly suggests otherwise. In the event of conflict or ambiguity in the terms of any of these documents, the terms most favorable to Lender shall apply.

2. **INTEREST:** In addition to repayment of principal sums loaned, Borrower agrees to pay interest, compounded monthly, commencing on the date the money is first disbursed under the Loan Agreement, at the rate of one percent (1%) per annum. If

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rents for any HOME-assisted unit of the Project are raised above the level of the Affordability Requirement defined in the Loan Agreement, or any other provisions, covenants, terms, conditions or restrictions of the Loan Agreement are not adhered to, then the rate on the outstanding balance shall be increased to the prevailing prime lending rate as published in The Wall Street Journal, plus three percent (3%), compounded monthly, for the period of noncompliance, as determined by the Director of the Community, Housing and Human Services Department for the City of Spokane (the "Director").

3. REPAYMENT; MATURITY:

A. 20-Year Deferral Period: No payments of principal or interest shall be due from the date of this Note through _____, 2036, so long as Borrower and the Project are in compliance with the Affordability Requirements per the terms of the Loan Agreement and Covenant Agreement together with all other provisions of this Note and Related Documents.

B. 10-Year Payment Period: Principal and interest on this Note shall be payable in approximately equal amortized installments on the first day of each month (or the first business day thereafter if the first day of the month is a weekend or a holiday for the City), commencing on _____, 2036, in the amount required to fully amortize the outstanding principal and accrued interest on this Note (including the interest accrued) over ten (10) years.

C. Prepayment: The Borrower may pay all or any portion of the outstanding principal of the Note at any time, without penalty. Repayment during the HOME Affordability Period, as described in the Loan Agreement, shall not extinguish the Affordability Requirements.

D. Late Charges: A late charge of thirty dollars (\$30.00) will be added to any payment received after the 10th day of the month in which it is due in addition to any other remedy.

E. Application of Payments: Payments received will first be applied to late charges, then to interest, and finally to principal.

F. Place of Payment: Payments of principal, interest, and fees shall be made in lawful money of the United States of America in immediately available funds to the City of Spokane, at the Community, Housing and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201, or at such other place as Lender may designate in writing according to the schedule noted above.

G. Potential Debt Forgiveness: Repayment shall further be subject to provisions and applicable sections of the Loan Agreement, which allows for debt forgiveness in exchange for an extension of the Affordability Period. These conditions include, but are not limited to the repayment of amounts due under Promissory Note 1

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and the Borrower must be in compliance with the conditions and provisions of the Loan Agreement and Related Documents.

4. THIS NOTE IS secured by the Deed of Trust of even date herewith, duly filed for record in the County of Spokane, Washington.

5. THIS LOAN IS made for the purpose of the construction of the property described in the Deed of Trust and Loan Agreement. As a condition of receiving this loan, Borrower agrees to abide by all of the terms and conditions of this Note, Note 1, the Deed of Trust, the Loan Agreement and associated Covenant Agreement, incorporated herein by reference as if fully set forth.

6. IF THE BORROWER SHALL default in the payment of any amount due under this Note, and such default is not cured within ten (10) days after such payment is due, or if any other Event of Default occurs under Note 1, the Deed of Trust, the Loan Agreement or the Covenant Agreement and such default is not cured within the cure period, if any, applicable thereto, the entire unpaid principal amount of this Note, together with accrued interest, shall immediately become due and payable, at Lender's option, upon notice to the Borrower. Failure of Lender to exercise such option shall not constitute a waiver of default. If Lender exercises its option to declare the entire amount of Borrower's loan immediately due and payable as provided above, Borrower agrees to pay Lender's cost and expenses of collection, including reasonable attorney's fees and court costs. If this Note is reduced to judgment, the judgment shall bear interest at the maximum rate permissible on judgments in the State of Washington.

7. IF THE BORROWER voluntarily sells, transfers, leases or otherwise conveys the Project or any portion thereof, to any person/persons or entity/entities (the "Transferee"), other than by leasing or renting for residential tenant use as contemplated by various provisions of the Loan Agreement, or for any other incidental use (to the extent permissible under all applicable federal and state laws and regulations), an Event of Default shall occur under the terms of this Note and the Related Documents unless the Borrower obtained prior written consent of the Director. The remedies provided for Default may be exercised at the discretion of the Director. An unauthorized transfer also occurs if Borrower grants a junior security interest without obtaining the prior written consent of the Director. Any sale, transfer, leasing or other disposition of the Project in violation of this Section 7 shall not relieve the Borrower of any obligation or obligations under this Note or any Related Document. The Borrower hereby agrees that upon any sale, transfer, lease or other disposition of the Project, the Borrower shall transfer all records, accounts, electronic data or other documents pertaining to the Project, including documents related to Borrower's compliance with this Note and any Related Document, to the Transferee or its designated agent. Failure by the City to exercise any of its rights and remedies under this Note or any Related Documents shall not be construed as a waiver of any kind. The Director's written consent may be conditioned upon the following, at the Director's sole discretion:

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(a) reasonable evidence satisfactory to the Director that the Borrower is not then in default under any document related to this transaction beyond any applicable grace period or cure period;

(b) an opinion of counsel for the Transferee, delivered to the City, to the effect that the Transferee (i) has assumed in writing and in full, all duties and obligations of the Borrower under this Note, the Loan Agreement and the Covenant Agreement, and (ii) that this Note and the Related Documents constitute the legal, valid and binding obligations of the Transferee;

(c) a showing that written assumption of the Transferee and/or the written agreement of the Transferee complies with all provisions of local, state and federal laws, ordinances and regulations applicable to the Borrower under this Note and Related Documents;

(d) a showing that the Borrower or the Transferee is not in arrears on any payments due and owing to the City or is in default under this Note or any of the Related Documents, beyond any applicable grace period or cure period;

(e) a showing that the Borrower or the Transferee do not have a history of instances of non-compliance with any non-monetary provision of this Note or any of the Related Documents, which were not cured after notice thereof and within the applicable cure period or grace period; and/or,

(f) a showing that the Borrower or the Transferee do not have a documented history of instances of failure to make payments due and owing to the City which are not paid within a reasonable period after notice thereof.

8. THIS NOTE IS not assignable or assumable without the express written consent of the Lender.

9. EACH MAKER AND endorser of this Note hereby waives demand and presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, bringing of suit, and diligence in taking action to collect any amounts called for hereunder and in the handling of properties, rights or collateral at any time existing in connection herewith. Each maker and endorser expressly agrees that this Note or any payment thereunder may be extended from time to time, and consent to the acceptance of further security for this Note, including other types of security, all without in any way affecting the liability of each maker and endorser hereof. The right to plead any statutes of limitation as a defense to any demand on this Note, or any guaranty thereof or to any agreement to pay the same or to any demand secured by the Deed of Trust or other security, securing the Note, or any and all obligations or liabilities arising out of or in connection with said Note or Deed of Trust by any parties hereto is expressly waived by each and every of the makers, endorsers, guarantors or sureties.

10. SEVERABILITY: If any provision, or a part thereof, of this Note is declared by a court of competent jurisdiction to be invalid, the invalid provision or part thereof shall be stricken, with the remainder of the provision and other provisions of this Note surviving with full force and effect.

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11. BORROWER RATIFIES and reaffirms all information previously submitted in Borrower's loan application or financial statement, and by signing this Note, Borrower represents and warrants to Lender that the information provided is true and correct and that there has been no adverse change in Borrower's financial condition as disclosed to Lender in Borrower's most recent application or financial statement.

12. APPLICABLE LAW AND VENUE: This Note has been issued, executed and delivered in the State of Washington and shall be governed by and construed in accordance with the laws of the State of Washington, except to the extent that the laws of the United States of America may prevail. Venue to enforce any provision shall be in the Spokane County Superior Court.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS NOTE ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

PRIOR TO SIGNING THIS NOTE, BORROWER HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO ALL TERMS AND CONDITIONS OF THIS NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS NOTE.

IN WITNESS WHEREOF, the Borrower executed this Promissory Note on this ____ day of _____, 2016.

EAST CENTRAL COMMUNITY ORGANIZATION

By: _____

Printed Name: _____

Its: _____

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AFTER RECORDING MAIL TO:

City of Spokane
Department of Community, Housing and Human Services
808 W. Spokane Falls Blvd., Room 650
Spokane, WA 99201

OPR #2016-_____

**CITY OF SPOKANE
EAST CENTRAL COMMUNITY ORGANIZATION**

ECCO 1ST AVENUE DUPLEX

DEED OF TRUST

Grantor: East Central Community Organization, a Washington nonprofit corporation

Beneficiary: City of Spokane, a Washington state municipal corporation

Assessor's Parcel No.: 35211.1305

Legal Description (abbreviated): LOT 4, BLOCK 13, KAUFMAN'S ADD., VOL.
"A", P. 131, SPOKANE COUNTY

(See Page 2 for full legal description.)

THIS DEED OF TRUST, made this _____ day of _____, 2016, by and **East Central Community Organization**, a Washington nonprofit corporation, referred to herein as GRANTOR, whose address is 500 South Stone Street, Spokane, WA 99202, **First American Title Insurance Company**, TRUSTEE, whose address is 40 East Spokane Falls Blvd., Spokane, WA 99202, and the **City of Spokane**, Washington, a Washington state municipal corporation, BENEFICIARY, whose address is City of Spokane, c/o Community, Housing and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201.

This Deed of Trust is part of a transaction further reflected in a HOME Program Loan Agreement ("Loan Agreement"), HOME Program Loan Covenant Agreement ("Covenant Agreement"), Promissory Note 1, and Promissory Note 2, secured by this Deed of Trust. Collectively, Promissory Note 1 and Promissory Note 2 may be referred to as "Promissory Notes." The terms of said agreements are incorporated into this Deed of Trust, and the capitalized terms in said agreements shall have the same meaning in this Deed of Trust unless the context clearly suggests otherwise. In the event of conflict in the terms of any of these documents, the terms most favorable to Beneficiary shall apply.

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WITNESSETH: Grantor hereby irrevocably grants and conveys to Trustee in trust, with power of sale, the following described real property (the "Property") in Spokane County, Washington:

LOT 4 IN BLOCK 13 OF KAUFMAN'S ADDITION AS PER PLAT THEREOF
RECORDED IN VOLUME "A" OF PLATS, PAGE 131;

IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

Assessor's Parcel Number: 35211.1305

Property Address: 2418 East First Avenue, Spokane, WA 99202

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, easements, fixtures and appurtenances now or hereafter thereunto belonging or in any way appertaining, and the rents, issues, and profits thereof.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained and as further contained in the Loan Agreement, Covenant Agreement, and Promissory Notes, secured by this Deed of Trust, and for the purpose of securing payment of the sum of **ONE HUNDRED NINETY-THREE THOUSAND THREE HUNDRED FORTY-FIVE AND 00/100 DOLLARS (\$193,345.00)** with interest, in accordance with the terms of two Promissory Notes of even date herewith, payable to Beneficiary, and made by Grantor, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon. This Deed of Trust also secures to Beneficiary: (a) the payment of other sums, with interest, advanced to protect the security of this Deed of Trust; and (b) the performance of Grantor's covenants and agreements under this Deed of Trust and Promissory Notes, Covenant Agreement and Loan Agreement of even date herewith.

GRANTOR COVENANTS that Grantor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property that the Property is unencumbered, except for encumbrances of record. Grantor warrants and will defend the title to the Property against all claims and demands, subject to any prior encumbrances of record.

COVENANTS: Grantor and Beneficiary covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. Grantor shall promptly pay when due the principal of and interest on the debt evidenced by the Promissory Notes and any late charges due under the Promissory Notes.

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2. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Beneficiary under Paragraph 1 shall be applied: first, to any late charges due under the Promissory Notes; second, to interest; and third, to principal due under the Promissory Notes.

3. CHARGES; LIENS. Grantor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property, which may attain priority over this Deed of Trust, including utility charges, whether or not reflected in a recorded lien. Grantor shall pay these obligations on time directly to the person or entity owed payment. Grantor shall promptly furnish to Beneficiary upon request copies of all notices of amounts to be paid under this Paragraph. If Grantor makes these payments directly, Grantor shall promptly furnish to Beneficiary upon request receipts evidencing the payments. Grantor shall promptly discharge any lien which has priority over this Deed of Trust unless: (a) Grantor agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Beneficiary; (b) Grantor contests in good faith the lien in legal proceedings, or defends against enforcement of the lien in legal proceedings, which, in the Beneficiary's opinion, operate to prevent the enforcement of the lien; or (c) Grantor secures from the holder of the lien an agreement satisfactory to Beneficiary subordinating the lien to this Deed of Trust, or (d) Beneficiary has executed an agreement subordinating its interest. If Beneficiary determines that any part of the Property is subject to a lien, which may attain priority over this Deed of Trust, Beneficiary may give Grantor a notice identifying the lien. Grantor shall satisfy the lien or take one or more of the actions set forth above within ten business (10) days of the giving of the notice. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, recorded or unrecorded liens, encumbrances, or other charges against the Property, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the Promissory Notes secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

4. HAZARD OR PROPERTY INSURANCE. A. Grantor shall keep the improvements now existing or hereafter erected on the Property continuously insured against loss by fire, hazards included within the term "extended coverage", and any other hazards, including floods or flooding, for which the Beneficiary requires insurance. This insurance shall be maintained in the amounts and for the periods that Beneficiary requires in order to maintain adequate protection for the Property, but no act or omission by the Beneficiary shall relieve Grantor of the primary duty to procure adequate insurance. In no event shall such insurance be less than the full replacement cost of the Property (i.e., 100% of replacement cost). The insurance carrier providing the insurance shall be chosen by the Grantor subject to Beneficiary's approval. All policies shall be held by the Beneficiary, and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. If Grantor fails to maintain coverage as described above, Beneficiary may, at Beneficiary's option, obtain coverage to protect Beneficiary's rights in the Property in accordance with Paragraph 7.

B. All insurance policies and renewals shall be acceptable to Beneficiary and shall include a standard mortgage clause. If Beneficiary requires, Grantor shall promptly give to Beneficiary all receipts of paid premiums and renewal notices. In the event of

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loss, Grantor shall give prompt notice to the insurance carrier and to Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor.

C. Unless Beneficiary and Grantor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Beneficiary's security is not lessened thereby. If the restoration or repair is not economically feasible or if Beneficiary's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with any excess paid to Grantor. If Grantor abandons the Property or does not answer within thirty (30) days notice from the Beneficiary that the insurance carrier has offered to settle a claim, then Beneficiary may collect the insurance proceeds. Beneficiary may, in its sole discretion, use the proceeds to restore or repair the Property or to pay sums secured by this Deed of Trust, whether or not then due. The 30-day period will begin when the notice is given. Such application of proceeds by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

D. Unless Beneficiary and Grantor otherwise agree in writing, any application of insurance proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraph 1 or change the amount of the payments. If under Paragraph 20, the Property is acquired by Beneficiary, Grantor's right to any insurance policies or proceeds resulting from damage to the Property prior to the acquisition shall pass to Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to the acquisition.

5. FLOOD INSURANCE. If the Property is located in a one hundred year FEMA Flood Zone, Grantor shall maintain flood insurance throughout the term of the Loan in an amount not less than the total amount of the Loan or the maximum amount of coverage available through the National Flood Insurance Program, furnishing proof of same upon request by Beneficiary.

6. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; LOAN APPLICATION; LEASEHOLDS. Grantor shall cause the Property to be occupied, established, and used as decent, safe, sanitary and affordable housing for low-income families pursuant to the HOME Investment Partnerships Program (24 CFR part 92 et seq.) throughout the term of the loan as described in the Promissory Notes and Covenant Agreement. Grantor covenants and agrees to keep the Property in good condition and repair, to permit no waste thereof, to complete any building, structure, or improvement being built now or hereafter thereon, to restore or replace promptly any building, structure, or improvement thereon which may be damaged or destroyed, and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Property. Grantor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Beneficiary's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Deed of Trust or Beneficiary's security interest. Grantor may cure such a default and reinstate, as provided in Paragraph 17 by causing the action or

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proceeding to be dismissed with a ruling that, in Beneficiary's good faith determination, precludes forfeiture of Grantor's interest in the Property or other material impairment of the lien created by this Deed of Trust or Beneficiary's security interest. Grantor shall also be in default if Grantor, during the loan application process, gave materially false or inaccurate information or statements to Beneficiary (or failed to provide Beneficiary with any material information) in connection with the loan evidenced by the Promissory Notes. If this Deed of Trust is on a leasehold, Grantor shall comply with all the provisions of the lease. If Grantor acquires fee title to the property, the leasehold and the fee title shall not merge unless Beneficiary agrees to the merger in writing.

7. PROTECTION OF BENEFICIARY'S RIGHTS IN THE PROPERTY. A. If Grantor fails to perform the covenants and agreements contained in this Deed of Trust, the Loan Agreement and/or the Covenant Agreement, or there is a legal proceeding which, in the Beneficiary's good faith judgment, may affect Beneficiary's rights in the Property (including but not limited to proceedings in bankruptcy, probate, for condemnation or forfeiture, or to enforce laws or regulations), then Beneficiary shall have the right to take whatever action it deems reasonably necessary and appropriate to protect the value of the Property and Beneficiary's rights in the Property. Although Beneficiary may take action under this Paragraph 7, Beneficiary is not obligated to do so.

B. Any amounts caused to be disbursed by Beneficiary under this Paragraph 7 shall become additional debt secured by this Deed of Trust. Unless Grantor and Beneficiary agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Promissory Notes rates and shall be payable with interest upon notice from Beneficiary to Grantor requesting payment.

C. Grantor covenants and agrees to defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including the cost of title search and any and all attorney's fees actually incurred, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

D. Grantor further covenants and agrees to pay any and all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligations secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

8. INSPECTIONS. Beneficiary or its agent may make reasonable entries upon and inspections of the Property, subject to all applicable landlord/tenant laws. Beneficiary shall give Grantor notice at least 24 hours prior to an inspection; provided, however, such right to notice does not apply to Beneficiary when acting in its regulatory capacity or when exercising its police powers.

9. CONDEMNATION. A. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or any part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary. In the event of a total taking of the Property, the proceeds

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shall be applied to the sums secured by this Deed of Trust and other liens as approved by the Beneficiary, whether or not then due, with any excess paid to Grantor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Deed of Trust immediately before the taking, unless Grantor and Beneficiary otherwise agree in writing, the sums secured by this Deed of Trust shall be reduced by the amount of the proceeds multiplied by the following fraction: (i) the total amount of the sums secured immediately before the taking, divided by (ii) the fair market value of the Property immediately before the taking. Any balance shall be paid to Grantor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Grantor and Beneficiary otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Deed of Trust whether or not the sums are then due.

B. If the Property is abandoned by Grantor, or if, after notice by Beneficiary to Grantor that the condemnor offers to make an award or settle a claim for damages, and Grantor fails to respond to Beneficiary within thirty (30) days after the date the notice is given, Beneficiary is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust, whether or not then due.

C. Unless Beneficiary and Grantor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraph 1 or change the amount of such payments.

10. GRANTOR NOT RELEASED; FORBEARANCE BY BENEFICIARY NOT A WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Beneficiary to any successor in interest of Grantor shall not operate to release the liability of the original Grantor or of Grantor's successors in interest. Beneficiary shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Grantor or Grantor's successors in interest. Any forbearance by Beneficiary in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this Deed of Trust shall bind and benefit the successors and assigns of Beneficiary and Grantor, except as otherwise provided for in this Deed of Trust. Grantor's covenants and agreements shall be joint and several.

12. LOAN CHARGES. If the loan secured by this Deed of Trust is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the

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amount necessary to reduce the charge to the permitted limit, and; (ii) any sums already collected from Grantor which exceeded permitted limits will be refunded to Grantor. Beneficiary may choose to make this refund by reducing the principal owed under the Promissory Notes or by making a direct payment to Grantor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Promissory Notes.

13. NOTICES. Grantor shall promptly give Beneficiary written notice of any and all Project defaults (regardless of whether the default is related to the financing provided by Beneficiary and the various agreements governing the terms of such financing, or whether the default is related to any of the various other parties or entities providing financing to the Project under their various agreements), investigations, claims, demands, lawsuits, licensing issues relating to the operation of the building or care facility, or other actions by any governmental or regulatory agency or private party involving the Property, and any hazardous substance or Environmental Law (as defined in Paragraph 19 of this Deed of Trust) of which Grantor has actual or constructive knowledge. Any notice provided for in this Deed of Trust shall be given pursuant to the procedures outlined in the Loan Agreement.

14. GOVERNING LAW; SEVERABILITY. This Deed of Trust shall be governed by federal law and the laws of the State of Washington. In the event that any provisions of this Deed of Trust or the Promissory Note conflict with applicable law, such conflict shall not affect other non-conflicting provisions of this Deed of Trust or the Promissory Notes, which shall continue in full force and effect.

15. GRANTOR'S COPY. Grantor hereby acknowledges receipt of a conformed copy of the Loan Agreement, Covenant Agreement, Promissory Notes, and of this Deed of Trust.

16. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN GRANTOR.
A. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest of Grantor is sold or transferred and Grantor is not a natural person) without Beneficiary's prior written consent, or if any other default occurs under this Deed of Trust, the Promissory Notes, the Loan Agreement or the Covenant Agreement, Beneficiary may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Beneficiary if exercise is prohibited by federal law as of the execution date of this Deed of Trust. By accepting payment of any sum secured by this Deed of Trust after payment is due, Beneficiary does not waive the right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

B. If Beneficiary exercises the above option, Beneficiary shall give Grantor notice of acceleration. The notice shall provide a cure period of not less than thirty (30) days from the date the notice is delivered or mailed within which Grantor must pay all sums secured by this Deed of Trust. If Grantor fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any and all remedies permitted by this Deed of Trust without further notice or demand on Grantor.

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17. GRANTOR'S RIGHT TO REINSTATE FOLLOWING ACCELERATION. If Grantor meets the conditions outlined in this paragraph, Grantor shall have the right to have enforcement by acceleration of this Deed of Trust discontinued at any time prior to the earlier of: (i) 10 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Deed of Trust; or (ii) entry of a judgment enforcing this Deed of Trust. The conditions which Grantor must meet are that Grantor shall: pay Beneficiary all sums which then would be due under this Deed of Trust and the Promissory Notes as if no acceleration had occurred; cure any default of any other covenants or agreements; pay all expenses incurred in enforcing this Deed of Trust, including, but not limited to, reasonable attorneys' fees, and; take such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's rights in the Property, and Grantor's obligation to pay the sums secured by this Deed of Trust continue unchanged. Upon reinstatement by Grantor, this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration caused by Grantor's selling or transferring all or any part of the Property or any interest in it (or if a beneficial interest of Grantor is sold or transferred and Grantor is not a natural person) without Beneficiary's prior written consent.

18. NO FURTHER ENCUMBRANCES. A. For the purposes of protecting Beneficiary's security and keeping the Property free from junior and subordinate financing liens, Grantor agrees and understands that any sale, conveyance, further encumbrance (including the granting of easements and any and all other matters affecting title or other transfer of title to the Property, or any interest therein (whether voluntary or by operation of law), without Beneficiary's prior written consent, shall be an Event of Default under this Deed of Trust.

B. Notice is hereby given to all third parties that any mortgage or other Deed of Trust that they may receive against the Property without the prior written approval and acknowledgment of the Beneficiary of this Deed of Trust shall be null and void and without force or effect.

19. HAZARDOUS SUBSTANCES; REPRESENTATIONS AND WARRANTY. A. Grantor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (as defined in this Paragraph 19) on or in the Property. Grantor shall not perform any act, nor allow, cause or permit the performance of any act, affecting the Property when such act constitutes a violation of any federal, state, or local Environmental Law, ordinance, or rule. As used in this Paragraph 19, "Environmental Law" means federal laws, state laws and local codes, laws, and/or ordinances of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

B. Grantor shall promptly give Beneficiary written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property, and any hazardous substance or Environmental Law of which Grantor has actual knowledge. If Grantor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any

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hazardous substance affecting the Property is necessary, Grantor shall promptly take all necessary remedial actions in accordance with Environmental Law and shall bear all costs and expenses thereof.

C. The Grantor hereby represents and warrants that, to the best of the Grantor's knowledge and belief, and after reasonable investigation and inquiry, the Project has never been and is not being used to make, store, handle, treat, dispose of, generate, or transport Hazardous Substances in violation of any applicable law, which Hazardous Substances have not been or will not be abated according to all applicable law and regulations related thereto prior to tenant occupancy of the rehabilitated project. To the best of Grantor's knowledge and belief, and after reasonable investigation and inquiry, there has not been a release of Hazardous Substances on, from, or near the Property, which release has not been or will not be abated to levels acceptable under all applicable law and regulations related thereto prior to tenant occupancy of the rehabilitated project. The Grantor has never received any notification, citation, complaint, violation, or notice of any kind from any person relating or pertaining to the making, storing, handling, treating, disposing, generating, transporting, or release of Hazardous Substances, for which there has not been or will not be abatement to levels acceptable under all applicable law and regulations related thereto prior to tenant occupancy. Grantor represents and warrants that any asbestos and lead-based paint found within the Project will be abated to levels acceptable under applicable law prior to tenant occupancy of the rehabilitated project. "Hazardous Substances" means (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) "oil, petroleum products and their by-products" as defined under Washington law as amended from time to time, and regulations promulgated thereunder; (iv) any "hazardous substance" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder; (v) any "asbestos material" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder and/or as defined by 40 C.F.R. Section 61.141, as amended from time to time; (vi) any "radon gas" in excess of levels recommended in U. S. Environmental Protection Agency Guidance Documents, as modified from time to time, or lower levels as provided by any applicable law or regulation now or hereafter in effect; (vii) any "infectious waste" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder; (viii) any substance the presence of which on any property attributable to the operations of the Grantor is prohibited, restricted or regulated by any law or regulation similar to those laws, regulations and/or documents set forth above, including without limitation, polychlorinated biphenyls ("PCBs") and lead-based paints; and (ix) any other substance which by law or regulation requires special handling in its collection, generation, storage, transportation, treatment or disposal.

20. ACCELERATION: REMEDIES. A. Beneficiary shall give notice to Grantor, prior to acceleration, following Grantor's breach of any covenant or agreement noted in this Deed of Trust, the Loan Agreement, or the Covenant Agreement. The notice shall

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specify: (a) the nature of the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to Grantor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property at public auction to the highest bidder, in accordance with the Deed of Trust Act of the State of Washington (RCW 61.24 or as hereafter amended). The notice shall further inform Grantor of applicable rights to reinstate after acceleration, rights to bring a court action to assert the nonexistence of a default or any other defense Grantor wishes to assert prior to acceleration and sale, and of any other matters required by applicable law to be included in the notice. If the default is not cured on or before the date specified in the notice, Beneficiary, at its option, may require immediate payment in full of all sums secured by this Deed of Trust without further demand and may invoke the power of sale and any other remedies permitted under the Loan Agreement, the Covenant Agreement, the Promissory Notes, this Deed of Trust or by applicable law. Beneficiary shall be entitled to collect from Grantor all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, attorneys' fees and costs of title evidence.

B. If Beneficiary invokes the power of sale, Beneficiary shall give written notice to Trustee of the occurrence of an event of default. Upon instruction from the Beneficiary to do so, Trustee shall cause the trust Property to be sold, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Beneficiary or its designee may purchase the Property at any sale. Trustee and Beneficiary shall take such action regarding notice of sale and shall give such notices to Grantor and to other persons as applicable law may require.

C. Trustee shall deliver to the purchaser a Trustee's Deed conveying the Property without warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Deed of Trust; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

D. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

21. RECONVEYANCE. Upon payment of all sums secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Property to the person entitled thereto and shall surrender this Deed of Trust and all Promissory Notes evidencing the debt secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

22. SUBSTITUTE TRUSTEE. In the event of the death, incapacity, disability, or resignation of Trustee, or at Beneficiary's reasonable discretion, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in

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the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

23. USE OF PROPERTY. The Property is not used principally for agricultural or farming purposes.

24. BINDING EFFECT. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term "Beneficiary" shall mean the holder and owner of the Promissory Note secured hereby, whether or not named as Beneficiary herein.

26. ORAL AGREEMENTS OR ORAL COMMITMENTS. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS INSTRUMENT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Deed of Trust and in any riders executed by Grantor and recorded with it.

IN WITNESS WHEREOF, the Parties have executed this Deed of Trust as of the day and year first written above.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.)

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EAST CENTRAL COMMUNITY ORGANIZATION,
a Washington nonprofit corporation

By: _____

Name: _____

Title: _____

Date: _____

STATE OF WASHINGTON)

) ss.

County of Spokane)

On this ____ day of _____, 2016, personally appeared before me _____, to me known to be the _____ of **East Central Community Organization**, a Washington nonprofit corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of East Central Community Organization and the Grantor, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC, in and for the State of
Washington, residing at _____
My Commission expires _____

BENEFICIARY - CITY OF SPOKANE

Date: _____

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

Date: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this ____ day of _____, 2016, personally appeared before me **David A. Condon and Terri L. Pfister**, to me known to be the **Mayor** and **City Clerk**, respectively, of and for the City of Spokane, Washington, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC, in and for the State of
Washington, residing at _____
My Commission expires _____

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WHEN RECORDED RETURN TO:
CITY OF SPOKANE
COMMUNITY, HOUSING AND HUMAN SERVICES DEPARTMENT
808 W. SPOKANE FALLS BLVD., ROOM 650
SPOKANE, WASHINGTON 99201-3339

OPR #2016-_____

**CITY OF SPOKANE
EAST CENTRAL COMMUNITY ORGANIZATION**

ECCO 1ST AVENUE DUPLEX

HOME PROGRAM LOAN COVENANT AGREEMENT

Grantor: East Central Community Organization, a Washington nonprofit corporation

Beneficiary: City of Spokane, a Washington state municipal corporation

Assessor's Parcel No.: 35211.1305

Legal Description (abbreviated):
LOT 4, BLOCK 13, KAUFMAN'S ADD., VOL. "A", P. 131,
SPOKANE COUNTY

(See Paragraph I. 3. below for full legal description.)

This HOME Program Loan Covenant Agreement ("Covenant Agreement") is made this ____ day of _____, 2016, by and between the **City of Spokane**, Washington, a Washington municipal corporation (the "City"), whose address is City of Spokane, c/o Community, Housing and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, Washington 99201-3339 and **East Central Community Organization**, a Washington nonprofit corporation (the "Borrower" or "Grantor"), whose address is 500 South Stone Street, Spokane, WA 99202.

I. STIPULATIONS

1. This Covenant Agreement is a condition of and part of the consideration for the financial assistance provided by the City to the Borrower for the Borrower's construction of the ECCO 1st Avenue Duplex, a duplex with two units with three bedrooms each, located at 2418 East First Avenue in Spokane, WA (the "Project"). Both of the units will be HOME-assisted.

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2. This Covenant Agreement is part of a transaction further reflected in Promissory Note 1 and Promissory Note 2 (collectively, the "Promissory Notes") and a HOME Program Loan Agreement ("Loan Agreement") of even date herewith. The City's disbursements under the Loan Agreement are further secured by a Deed of Trust ("Deed of Trust"). The terms of said documents are incorporated herein as if fully set forth herein, and together shall be referenced as the "Related Documents." The capitalized terms in said agreements shall have the same meaning in this Covenant Agreement unless the context clearly suggests otherwise. In the event of conflict in the terms of any of these documents, the terms most favorable to the City shall apply.

3. The Project is situated in the City and County of Spokane, State of Washington, and is legally described as follows:

LOT 4 IN BLOCK 13 OF KAUFMAN'S ADDITION AS PER PLAT THEREOF
RECORDED IN VOLUME "A" OF PLATS, PAGE 131;

IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

Assessor's Parcel Number: 35211.1305

Address: 2418 East First Avenue, Spokane, WA 99202

4. This Covenant Agreement shall be filed and recorded in the official public land records of Spokane County, Washington, and shall constitute a restriction upon the use of the property and Project described herein, subject to and in accordance with the terms of this Covenant Agreement during the Affordability Period described in Section IV herein below.

5. The covenants contained herein are to be taken and construed as **covenants running with the land** and shall pass to and be binding upon the Borrower, its successors in interest, assigns, heirs or lessees of the Project, beginning on the date this Covenant Agreement is executed. Each and every contract, deed or other instrument covering or conveying the property or Project, or any portion thereof, shall be conclusively held to have been executed, delivered and accepted subject to such covenants regardless of whether such covenants are set forth in such contract, deed or other instrument.

NOW, THEREFORE, it is hereby covenanted, that during the Affordability Period described in Section IV herein below, the Borrower agrees to the following covenants running with the land which shall bind the Borrower, its heirs, assigns, lessees and successors in interest through the Affordability Period.

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II. COVENANTS

Borrower shall:

- A. Comply with the Affordability Requirements described in this Covenant Agreement and Related Documents.
- B. Maintain all required insurance, including without limitation the insurance required by the Deed of Trust.
- C. Maintain Project financial reports, Project financial records and provide all other information and documentation that the City may reasonably request.
- D. Make prompt payment of all taxes and financial liabilities.
- E. Not hypothecate or encumber Project assets in any way, except to the extent provided for under the Loan Agreement or as approved of by the Director of Community, Housing and Human Services of the City of Spokane (the "Director") in writing. The Director may withhold such approval at his/her reasonable discretion.
- F. Promptly provide (i) rent and tenant income information at initial tenant occupancy and (ii) rent, occupancy, and tenant income information annually throughout the term of the Loan Agreement or the extended term of the Loan Agreement, in accordance with this Loan Agreement, or as otherwise requested by the City. If the Project has floating HOME units, the Borrower must provide the City with information regarding the unit substitution and filling vacancies so that the Project remains in compliance with HOME rental occupancy requirements.
- G. Promptly provide, upon request by the City, such documentation as is necessary (including financial statements) to enable the City to determine the financial condition and continued financial viability of the Project.
- H. During the Affordability Period, prohibit occupancy of any HOME-assisted unit by Borrower (or officer, employee, agent, elected or appointed official, or consultant of the Borrower, or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of Borrower) whether private, for-profit or nonprofit, including a community housing development organization (CHDO) when acting as an owner, developer or sponsor.
- I. Comply with all applicable federal, state, and local regulations and requirements, including, but not limited to, Uniform Administrative Requirements, Federal Labor Standards, Davis-Bacon and Related Acts, Uniform Relocation Act requirements applicable as of the date of the execution of this Covenant Agreement, and the provisions of the Lead-Based Paint Poisoning Prevention Act. If applicable, the City's cost to administer Davis

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Bacon Federal Labor Standard, and Related Acts shall be borne by the Borrower. When Washington State prevailing wages apply, the Borrower shall comply with all State requirements under RCW 39.12 to the satisfaction of the State of Washington. When applicable, the higher of Washington State prevailing wages or Davis-Bacon wages shall apply.

- J. Comply with all HOME program project requirements pursuant to 24 CFR part 92 et seq.
- K. Maintain housing in compliance with the property standards of 24 CFR §92.251 and local code requirements throughout the term of the Loan Agreement or the extended term of the Loan Agreement.
- L. Upon Project completion, the Project shall obtain a final Certificate of Occupancy, meet all licensing requirements needed to operate the facility as proposed by Borrower in its various funding applications, and meet the property standards of 24 CFR §92.251, minimum rehabilitation standards, and all applicable federal, state and local codes and ordinances. New construction projects must also meet HUD, state, and local requirements relating to accessibility and disaster mitigation.
- M. Cause each of the two (2) HOME-assisted units to be occupied by income-eligible households within eighteen (18) months after the Project is completed. If any HOME-assisted units are not occupied by eligible tenants within 6 months following the date of Project Completion, Borrower shall submit to the City current marketing information and, if the City requests it, an enhanced marketing plan for leasing the unoccupied units as quickly as possible, which information the City will provide to HUD as required by 24 CFR §92.252. If any HOME-assisted unit has not been rented to eligible tenants within eighteen (18) months after the date of Project Completion, Borrower shall repay the City \$96,672.50/unit for each such unit within thirty (30) days of the City's written request for repayment. This reflects the proportionate per unit share of HOME funds, i.e., \$193,345 HOME dollars/2 HOME units.

The Borrower shall cause this Covenant Agreement to be recorded as a covenant running with the land and the Project.

III. INCOME DETERMINATIONS

- A. For purposes of this Covenant Agreement, tenant "annual income" is defined pursuant to 24 CFR §92.203), and includes income from all persons in the household, less income adjustments pursuant to 24 CFR §5.611. An individual does not qualify as a low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 CFR §5.612.
- B. Initial tenant annual income determinations shall be made by the Borrower pursuant to 24 CFR §92.203. Subsequent tenant income determinations shall be made by the Borrower pursuant to 24 CFR §92.203 and 24 CFR §92.252(h).

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- C. Rent increases and annual income recertifications shall be governed by the terms outlined in the Affordability Requirements below.

IV. AFFORDABILITY REQUIREMENTS

- A. HOME Affordability Period. The HOME Affordability Period, established pursuant to 24 CFR §92.252, is twenty (20) years, beginning after Project Completion, as determined by the Director. "Project Completion" means that all necessary title transfer requirements and construction work have been performed; the Project complies with the requirements of 24 CFR §92, including the property standards under 24 CFR §92.251; the final drawdown of HOME funds has been disbursed for the Project; and the project completion information has been entered in the disbursement and information system established by HUD, except that with respect to rental housing project completion, for the purposes of §92.502(d), project completion occurs upon completion of construction and before occupancy. Repayment of the loan during the HOME Affordability Period will not extinguish the requirements of the Related Documents.
- B. City Affordability Period. The City Affordability Period is thirty (30) years, beginning after Project Completion, as determined by the Director. The HOME Affordability Period and City Affordability Period shall run concurrently. Collectively, the two periods are hereinafter referred to as the "Affordability Period." Upon expiration of the HOME Affordability Period, the City Affordability Period shall continue, but HUD will no longer monitor compliance with affordability requirements, unless the City Affordability Period is coterminous with the HOME Affordability Period. The requirements of the Affordability Period and other conditions of the Related Documents shall apply, as long as there are funds owing under the Promissory Notes.
- C. Rent Limit. During the Affordability Period, rents on one (1) of the HOME-assisted units shall not exceed thirty percent (30%) of the adjusted income of a family whose annual income equals fifty percent (50%) of Spokane area median income ("AMI"), as defined by HUD and adjusted for family size, unit size by number of bedrooms, tenant-paid utilities and tenant-supplied appliances. In addition, rents on one (1) of the HOME-assisted units shall not exceed thirty percent (30%) of the adjusted income of a family whose annual income equals thirty percent (30%) of AMI, as defined by HUD and adjusted for family size, unit size by number of bedrooms, tenant-paid utilities and tenant-supplied appliances. Each of the two units shall have at least three bedrooms. Should the HUD rents decline below the initial project rents, the Borrower's rents do not need to be reduced below the initial rents. A table of initial HUD rents for the Project is attached to the Loan Agreement as Attachment 2. The adjustment for tenant-paid utilities and tenant-supplied appliances is subject to §92.252, which previously used the Section 8 existing housing allowance for tenant-furnished utilities and other services as published annually by and issued by the Spokane Housing Authority or twelve (12) months of documented

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actual utility costs as acceptable to the City's Community, Housing & Human Services Department ("Department"). New HUD requirements are being clarified and may include that the adjustment for tenant-paid utilities and tenant-supplied appliances be based on the HUD Utility Schedule Model, twelve (12) months of documented actual utility costs as acceptable to the Department, or other methods as determined by HUD. Currently the HUD Utility Schedule Model can be found at:

<http://huduser.org/portal/resources/utlmodel.html>.

However, any HOME-assisted unit receiving federal or state project-based rental assistance, where the tenant pays not more than thirty percent (30%) of the household's adjusted income as a contribution toward rent, shall be limited to the maximum rent allowed under the federal or state project-based rental assistance program.

The City will provide Borrower with information on updated HOME rent limits so that rents may be adjusted (not to exceed the maximum HOME rent limits exclusive of rent paid through project-based subsidies) in accordance with this Loan Agreement and §92.252(f)(2). The Borrower must annually provide the City with information on rents and occupancy of HOME-assisted units to demonstrate compliance with the Affordability Requirements of this Loan Agreement. The City will review rents for compliance and approve or disapprove them every year. The Borrower must provide tenants of HOME-assisted units written notification of rent increases no less than 30 days prior to the beginning of the month in which the increase is intended to be implemented, subject to the provisions of a tenant's lease agreement, pursuant to §92.252(f)(3).

- D. LIHTC Rent Clause. For tenants of low-income tax credit assisted units (if low-income housing tax credits are awarded to the Project or portions of the Project), any increases in rent associated with tenant income shall be governed solely by section 42 of the Internal Revenue Code of 1986, as amended from time to time.
- E. Upon completion of the HOME Affordability Period, if the maximum rent and income limits are exceeded, the loan will be subject to repayment at the higher interest rate as provided for in Paragraph 2 of the Promissory Notes.
- F. Income Limit. At initial occupancy, tenants of one (1) of the HOME-assisted units shall have incomes not greater than fifty percent (50%) of the Spokane area median income ("AMI") as defined by HUD. In addition, tenants of one (1) of the HOME assisted units shall have incomes not greater than thirty percent (30%) of AMI at initial occupancy. If any of these tenants' incomes increases to a level exceeding fifty percent (50%) of AMI, then the next available HOME-assisted unit shall be made available to families at or below thirty percent (30%) of AMI. If the income of a tenant of a HOME-assisted unit increases and exceeds eighty percent (80%) of AMI, then the tenant's rent shall increase to the lesser of thirty percent (30%) of the tenant's adjusted monthly income or Fair Market Rent.

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- G. Income Certifications. All tenants' incomes shall be recertified annually by the Borrower. Any applicable rent increases will be effective upon the next lease renewal, and are subject to thirty (30) days' written notice.
- H. Additional Affordability Requirements. The Project must comply with the affordable housing requirements of 24 CFR §92.252.
- I. Relocation. Tenants in occupancy prior to the Project are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended ("URA"), 42 USC 4601 et seq. and the regulations promulgated thereunder. All relocation payments and expenses shall be borne by the Borrower.
- J. Protection of Affordability Requirements – City Purchase Option. The Affordability Requirements may terminate upon foreclosure or transfer in lieu of foreclosure at the sole election of the Director. In the event of a pending or threatened foreclosure, the City is hereby granted an option and a right of first refusal to purchase the Project before foreclosure or deed in lieu of foreclosure to preserve affordability. The City may exercise its right to purchase the Project in any reasonable manner following the City's receipt of written notice of pending or threatened foreclosure proceedings and/or a possible deed in lieu of foreclosure, which notice Borrower hereby agrees to provide to City. The purchase price shall be the assessed value of the Project at the time of the City's exercise of its purchase rights, less any financial obligations assumed by the City at the time of the City's acquisition of the Project. The City further reserves the right to revive any affordability restrictions according to the original terms of the Loan Agreement if, during the HOME Affordability Period (as defined herein), the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Project or property.

V. DEFAULT

If a violation of any of the foregoing covenants occurs, the City may, after thirty (30) days written notice, the default meanwhile not having been cured, institute and prosecute any proceeding at law or in equity or as otherwise provided for in this Covenant Agreement, or Related Documents, to abate, prevent, or enjoin any such violation or to compel specific performance by the Borrower of its obligations hereunder, including, without limitation of other remedies, the exercise of the City's purchase rights described herein. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS AGREEMENT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

EAST CENTRAL COMMUNITY ORGANIZATION

Date: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this ____ day of _____, 2016, personally appeared before me _____, to me known to be the _____ of **East Central Community Organization**, a Washington nonprofit corporation, executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said person and the Borrower, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC, in and for the State of
Washington, residing at _____
My Commission expires _____

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CITY OF SPOKANE

By: David A. Condon, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

By: Terri L. Pfister, City Clerk

By: _____
Assistant City Attorney

Date: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this ____ day of _____, 2016, personally appeared before me **David A. Condon and Terri L. Pfister**, to me known to be the **Mayor** and **City Clerk**, respectively, of and for the **City of Spokane**, Washington, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC, in and for the State of
Washington, residing at _____
My Commission expires _____

**CITY OF SPOKANE
EAST CENTRAL COMMUNITY ORGANIZATION**

ECCO 1ST AVENUE DUPLEX

**PLACEHOLDER FOR DOCUMENTATION TO TRANSFER
CITY-OWNED PROPERTY**

BRIEFING PAPER
City of Spokane – City Council CHE
Community, Housing & Human Services Department
Multifamily Housing Program Update
March 7, 2016

Subject

Review of affordable rental housing projects, which have been allocated federal HOME funds through the Community, Housing, and Human Services (CHHS) Dept. and will come before City Council in 2016 and early 2017. The attached table includes recommended new projects and projects that are underway.

Background

The City receives federal funds from the U. S. Department of Housing and Urban Development (HUD) through its HOME Investment Partnerships Program (HOME), which is administered by the CHHS Dept. Eligible uses include the construction, rehabilitation, and acquisition of rental properties, which are affordable to low-income tenants. Eligible recipients include for-profit and non-profit housing providers and housing authorities. Some funding is restricted to non-profits designated as Community Housing Development Organizations (CHDO).

Following an RFP process and review by its Affordable Housing subcommittee, the CHHS Board recommends projects for allocations of HOME funds. On 11/4/15, the CHHS Board allocated funds to two new projects and increased funding for a CHDO set aside project that was originally allocated funds on 12/3/14. These three projects are included in the attached table, which shows proposed projects and projects that are currently underway. The proposed projects are:

- The ECCO First Avenue Duplex will be built by the Spokane Service Team on a lot currently owned by the City at 2418 E 1st Avenue, in the East Central neighborhood and the Sprague TIP. One unit will be affordable to households at or below 50% of Spokane area median income (AMI) and one will be affordable to households at or below 30% AMI. Construction will start this Spring.
- Transitions' Permanent Supportive Housing Project will build 24 cottage homes and a residents' common building on Transitions' North Hemlock property. Seven of the 24 units will be HOME-assisted and affordable to households at or below 30% AMI. Construction is planned for early 2017.
- The 1 South Madelia project will construct 36 units in four buildings on land that currently has a used car lot and a house. The 3-story apartment building at Sprague and Madelia will have 19 1-, 2- and 3-bedroom units

(including a resident manager's unit), a tenant common area, tenant laundry, and a manager's office. Three buildings along First Avenue will have 17 townhouse-style apartments with 2 and 3 bedrooms, a central play area, and parking accessible from the alley. The four City HOME units include 2 two-bedroom and 2 three-bedroom units at or below 30% AMI. Community Frameworks expects to start construction in August 2016.

Impact

The three proposed projects will construct a total of 62 units. The targeted income levels of the various funders range from 30% to 60% of AMI. Twelve of the 13 HOME units will serve households at or below 30% AMI. The HOME units include 1 studio, 2 one-bedroom units, 6 two-bedroom units, and 4 three-bedroom units. All projects are in established neighborhoods with good bus service.

Action

Loan documents for the ECCO Duplex and 1 South Madelia will be to Council before the end of summer. Documents for Transitions' Cottage Homes will be before the Council for action in early 2017.

Funding

The HUD program began in 1992 and the City's annual allocation of HOME funds ranged from \$1.4 to \$1.8 million from 1995 to 2011, and was reduced to under \$1 million in 2012-2016. HOME's eligible uses include: rental housing (acquisition, rehabilitation, or construction), single family housing rehabilitation, tenant-based rental assistance, and homebuyer assistance.

HOME is subject to a number of federal requirements and regulations. The catalogue of Federal Domestic Assistance Number (CFDA) is 14.239. More information is at: <http://www.hud.gov/offices/cpd/affordablehousing/programs/home/>.

Most uses of HOME funds require a 25% match from non-federal sources. The match requirement is evaluated at the program level, not the level of each project. Thus far, the City has easily met the HOME program match requirement.

HOME-FUNDED RENTAL PROJECTS
PROPOSED AND UNDERWAY

Pending (allocations recommended for approval by Community, Housing & Human Services Board)

Project name	Owner/Sponsor	Ownership type	City HOME funds	Total cost	Leverage 1 to X	Total no. of units	Unit type & approx sq ft	Cost/ unit	Cost/ sq ft	Tenant income level	AH Committee Allocation	CHHS Board approval
1st Ave Duplex 2418 E 1st (East Central) Buses: 90 & 94 (1-4 blocks)	East Central Community Organization	Non-profit, CHDO	\$193,345	\$244,738	0.3	2	2 3bd/1,170 sf	\$122,369	\$105	ELI, VLI-50	11/20/14, 10/13/15	12/3/14, 11/4/15
Transitions Permanent N Hemlock (Audubon-Downriver) Buses: 33 (.2 mi), 23 (.3 mi)	Transitions	Non-profit	\$400,000	\$5,173,130	11.9	24	5 stu/416 sf 4 1bd/540 sf 12 2bd/650 sf 3 3bd/950 sf	\$215,547	\$290	ELI, VLI-50	10/13/15	11/4/15
1 South Madelia 1 S Madelia (was 1704 E Sprague/ 1700 blk E First) (East Central) Buses: 90	Community Frameworks	Non-profit sponsor/ for-profit owner, LIHTC	\$300,000	\$8,196,057	26.3	36	6 1bd/552 sf 11 2bd/768-1028 18 3bd/1209-1219 1 2 bd mngr	\$227,668	\$273	ELI, VLI-40, VLI-50, LI-60	10/13/15	11/4/15
	Total		\$893,345	\$13,613,925	14.2	62						

Previously Approved by City Council (Underway)

Project name	Owner/Sponsor	Ownership type	City HOME funds	Total cost	Leverage 1 to X	Total no. of units	Unit type/ approx sq ft	Cost/ unit	Cost/ sq ft	Tenant income level	Allocation date	Council approval
West 315 315 W Mission (Emerson Garfield) Buses: 27&91 (0 ft), 1&25 (.2 mi)	Community Frameworks	Non-profit sponsor/ for-profit owner, LIHTC	\$200,000	\$7,308,732	35.5	33	32 1bd/560 sf 1 2bd/925 sf	\$221,477	\$305	ELI, VLI-40, LI-60	11/20/14	2015-0734 12/3/14
The Marilee 217 & 223 E 2nd (East Central) Buses: 94 (0 ft), 45 (1 block), 90 (4 blocks)	Volunteers of America Eastern WA & Northern ID	Non-profit sponsor/ for-profit owner, LIHTC	\$1,100,000	\$10,295,399	8.4	51	17 stu/370 sf 33 1bd/470 sf 1 mngr	\$201,871	\$368	ELI, VLI-40, VLI-50	11/20/14	2015-0560 12/3/14
Liberty Park Terrace 1411 E Harrison (East Central) Buses: 45 (.2 mi), 94 (.5 mi)	Proclaim Liberty	Non-profit	\$203,007	\$1,662,877	7.2	48	24 2bd/753sf 24 3bd/934sf	\$34,643	\$41	ELI, VLI-50	5/1/14	2014-772 5/16/14
	Total		\$1,503,007	\$19,267,008	11.8	132						

Income levels relate to Spokane area median income (AMI):

- Extremely low-income (ELI)
- Very low-income (VLI-45)
- Very low-income (VLI-50)
- Low-income (LI-60)
- Market (MKT)
- Household income at or below 30% AMI.
- Household income at or below 45% AMI.
- Household income at or below 50% AMI.
- Household income at or below 60% AMI.
- Unrestricted income.



Agenda Sheet for City Council Meeting of:
03/28/2016

Date Rec'd	2/17/2016
Clerk's File #	OPR 2016-0267
Renews #	
Cross Ref #	OPR 2015-0244
Project #	
Bid #	
Requisition #	CR16668000

Submitting Dept	INFORMATION TECHNOLOGY
Contact Name/Phone	MICHAEL 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5300 JOURNAL TECHNOLOGIES (2016)

Agenda Wording

Contract with Journal Technologies, Inc. (Logan, UT) for Annual Support and Upgrades of Justware Case Management Software and Annual Subscription of Business Intelligence. April 1, 2016 through March 31, 2017 for \$99,466.62 including tax.

Summary (Background)

This contract combines annual maintenance and support for City Prosecutor, Probation, Public Defender, and Municipal Court. Using the same case management software package with custom modules designed specifically for the various agencies improves efficiency and aids in establishing consistency in case management methodology and reporting across the various agencies; as well as allowing each agency to use the City's existing document imaging system to move towards a paperless office environment.

Fiscal Impact		Budget Account	
Expense	\$ 99,466.62 including tax	#	5300-73300-18850-54820
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	SLOON, MICHAEL	Study Session	Fin Com - 3/7/16
Division Director	FINCH, ERIC	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	Accounting - kbustos@spokanecity.org	
For the Mayor	SANDERS, THERESA	Contract Accounting - kkeck@spokanecity.org	
Additional Approvals		Legal - hwhaley@spokanecity.org	
Purchasing		Purchasing - cwahl@spokanecity.org	
		IT -	
		Taxes & Licenses	
		Journal Tech - bstocks@journaltech.com	

Invoice

Page: 1

JOURNAL TECHNOLOGIES, INC.

843 South 100 West

Logan, UT 84321 USA

accounting@journaltech.com

Phone: 435-713-2100

Number: 0000002528

Date: 3/8/2016

Salesperson:

Customer: 3212

Sold To	Ship To
SPOKANE MUNICIPAL PROSECUTORS, PROBATION	
808 W Spokane Falls Blvd	808 W Spokane Falls Blvd
Spokane, WA 99201 USA	Spokane, WA 99201 USA

Customer P.O.	Ship Via	F.O.B	Terms
3212-S			Net 30 days

Description	Qty Shipped	Price	Amount
68 JustWare, 2 API, Pro.Prob.Pub.Def.	1.000	45,413.550	45,413.55
Taxes and Other Fees Pro.Prob.Pub.Def.	1.000	3,746.290	3,746.29
37 JustWare, API, Web, Crt.	1.000	43,381.340	43,381.34
Taxes and Other Fees Crt.	1.000	3,578.640	3,578.64
25 BI Annual Pro.Prob.Pub.Def.Crt.	1.000	3,091.750	3,091.75
Taxes Pro.Prob.Pub.Def.Crt.	1.000	255.050	255.05
----- LAST ITEM -----			

Annual Sup Renewal 04/01/2016-03/31/2017		Subtotal	99,466.62
		Freight	0.00
		Sales Tax	0.00
		Trade Discount	0.00
		Payment/Credit Amount	0.00
Contact:	Joan Hamilton	Balance	99,466.62



Agenda Sheet for City Council Meeting of:
03/28/2016

Date Rec'd	3/16/2016
Clerk's File #	OPR 2016-0268
Renews #	
Cross Ref #	
Project #	
Bid #	RFP4175-15
Requisition #	CR16677

Submitting Dept	RISK MANAGEMENT
Contact Name/Phone	TIM DUNIVANT X6845
Contact E-Mail	TDUNIVANT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5800 INSURANCE BROKER SERVICES

Agenda Wording

Contract with Willis of Seattle, Inc. (Seattle, WA) as Broker of Record for the City of Spokane for five years, starting April 1, 2016 through March 31, 2021. The cost is \$60,000 per year.

Summary (Background)

RFP4175-15 was issued in November 2015, and proposals were received from 3 companies. Willis of Seattle, Inc., had a competitive bid, public entity expertise, and has provided excellent service to the City for the past 15 years.

Fiscal Impact		Budget Account	
Expense	\$ 60,000 each year	#	5800-78200-18610-54201-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	DUNIVANT, TIMOTHY	Study Session	
Division Director	DUNIVANT, TIMOTHY	Other	Finance 2/1/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	rkokot@spokanecity.org	
For the Mayor	SANDERS, THERESA	tdunivant@spokanecity.org	
Additional Approvals		cwahl@spokanecity.org	
Purchasing	WAHL, CONNIE	kkeck@spokanecity.org	
		taxes & licenses	
		Willis of Seattle, Inc.	

AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and WILLIS OF SEATTLE, INC., whose address is 505 5th Avenue South, Suite 200, Seattle, Washington 98124, (P.O. Box 34201, Seattle, Washington 98124) as "Broker."

The parties agree as follows:

1. APPOINTMENT. Willis of Seattle, Inc., is hereby appointed "Broker of Record" for the City of Spokane and it hereby accepts the appointment. The Broker shall provide professional insurance Broker services relative to all forms of insurance and bonds required by the City, with the exception of General Benefits (such as life insurance, health insurance, dental insurance and long-term disability insurance). The Broker's duties and responsibilities shall be in accordance with the attached Exhibit "A", hereinafter referred to as "Scope of Services". The parties shall comply with the attached document Exhibit "B", hereinafter referred to as "Disclosure/Transparency".
2. REPRESENTATIONS. The Broker makes the following representations:
 - A. The Broker, at its own cost, shall maintain and obtain during the duration of this Agreement all licenses, permits and certificates required by the laws of the State of Washington, necessary to enable the Broker to perform the services set forth in this Agreement. The Broker shall, upon request from the City, furnish evidence of compliance with this provision of the Agreement.
 - B. The Broker shall not permit the use or release of any such information, report, document, work product or opinion to any person, organization or entity not a party to this Agreement, except with the express prior approval of the Risk Manager.
3. COMPENSATION.
 - A. The City agrees to pay the Broker as compensation for the performance of the service as set forth in this Agreement the fixed sum of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) per year.
 - B. Should a new exposure or special project develop; termed "Extra Work", which is outside the parameters of the attached Scope of Services, the City and the Broker will discuss and agree upon equitable compensation.
 - C. When the Broker places insurance with any insurers for City premiums, they will be "net of commission" if possible. If the insurance placed by the Broker cannot be placed on a "net of commission" basis, then the Broker shall credit the amount of the commissions received by the Broker against the fee provided for in Section 3.A., above.

D. All commission and contingent income shall be accounted for as can be determined.

4. TERM.

A. This Agreement shall begin April 1, 2016 and run through March 31, 2021, unless terminated earlier.

B. The Agreement may be modified by either party at the annual anniversary date with ninety (90) days written notice to the other party.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that apply to the subject matter of this Agreement.

6. ASSIGNMENTS. This Agreement is binding on the parties, their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Agreement, including "Extra Work" may be amended at any time by mutual written agreement.

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

9. TERMINATION. Either party may terminate this Agreement by thirty (30) days' advanced written notice to the other party. The City may at any time immediately terminate this Agreement for failure of the Broker to faithfully and fully perform any of the services contracted herein. Upon termination, unless otherwise provided, the Broker agrees to complete all work in progress prior to the termination date for compensation paid through the termination date.

10. LIABILITY. The Broker shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Broker's negligence or breach or its obligations under this Agreement. The Broker's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Broker's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Broker, its officers and employees shall apply only to the extent of the negligence attributable to the Broker, its officers and employees. The Broker's duty to indemnify shall survive termination or expiration of this Agreement. The Broker waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

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

12. STANDARD OF PERFORMANCE. The silence or omission in the Agreement regarding any detail required for the proper performance of the work, means that the Broker shall perform to the Broker Industry's best general practice.

13. 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 Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Broker 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 Broker.

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

15. INSURANCE. During the term of the Agreement, the Broker shall maintain in force at its own expense, the following insurance:

- A. Workers' Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis with a combined single limit of not less than \$5,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers, employees and agents are Additional Insureds, but only with respect to the Broker's services to be provided under the Agreement;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles; and
- D. Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is terminated or completed.

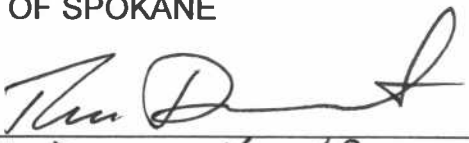
There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Broker or its insurer(s) to the City.

As evidence of the insurance coverages required by this Agreement, the Broker shall furnish acceptable insurance certificates to the City at the time the Broker returns the signed Agreement. The certificate shall specify all of the parties who are Additional Insured, and will include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to the City. The Broker shall be solely financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

Dated: 3/14/16

CITY OF SPOKANE

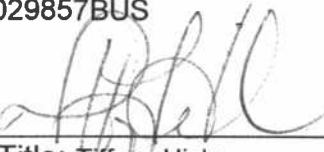
By: 
Title: DIRECTOR MGMT & BUDGET

Attest: _____
City Clerk

Dated: 3/10/2016

WILLIS OF SEATTLE, INC.

City of Spokane Business License No.
T12029857BUS

By: 
Title: Tiffany Hicks
Vice President / Operations Manager

Approved as to form:

Assistant City Attorney

Attachment that is a part of this agreement:

Exhibit A – Scope of Services
Exhibit B - Disclosure/Transparency

SCOPE OF SERVICES

While the exact range and extent of services is subject to negotiation and development of a working plan year-to-year, the Broker shall provide as a minimum, professional services and dedicated personnel necessary to perform the following:

- A. **Alternative Risk Financing:** Provide review and evaluation of alternative risk financing such as captives, pooling programs, etc.
- B. **Understanding & Program Development:** Develop a complete understanding of the City's areas of exposure, and consult with the City about short and long term solutions. Attend City Management Meetings when requested.
- C. **Annual Program Evaluation:** Annually evaluate existing insurance contracts and claims history and make recommendations concerning any changes, modifications and/or additions in the terms, conditions, coverage limits or risk financing structure needed to yield a comprehensive risk management program to cost effectively protect the interests of the City.
- D. **Market Analysis:** Annual evaluation shall include market analysis and forecasting by insurance line prior to each renewal. Analysis shall include pricing and service trends, availability of markets and a forecast of long-term market direction. Make conclusions on most advantageous insurance markets from the standpoint of cost, service, coverage and security.
- E. **Manuscript Programs:** Identify programs, products and insurers capable of meeting the City's insurance and risk transfer needs. This includes special risk specific programs deemed advantageous i.e.: hydroelectric and wastewater treatment facilities. Assist the City in design of manuscript policy forms as needed. Prepare bid specifications for markets capable of quoting on City risks.
- F. **Marketing City's Portfolio:** Prepare insurance marketing portfolio by working with the City to gather underwriting specifications, loss runs, values and data. Format a formal presentation of marketing to insurance markets and underwriters.
- G. **Access to Markets:** Have access to global insurance markets and, when authorized by the City, approach appropriate markets on behalf of the City to obtain pricing and coverage descriptions. If and when available, a minimum of at least three competitive quotes from reputable insurance carriers or risk facilities will be obtained for each type of risk or risk financing structure.
- H. **Purchase Consultation:** Present for the City in an understandable format, an evaluation of the results of each solicitation with a comprehensive financial analysis and recommendations for selection of an insurer for each type of risk or risk structure.
- I. **Policy Evaluation:** Negotiate on the City's behalf the details of insurance contracts with selected carriers or risk facility and audit resulting policies or agreements for ac-

curacy of coverage, terms and conditions and compliance with financial arrangements and administrative procedures acceptable to the City. This includes verification of accuracy and adequacy of all binders, policies, policy endorsements, invoices and other insurance related documents prior to delivery.

- J. **Insurance Certificates:** Provide certificates of insurance, verification of coverage or financial responsibility as needed by the City to satisfy lessors, contractors and other parties from whom the City seeks services. This includes vehicular "proof of liability insurance" as required by law.
- K. **Special Event Coverage:** Provide options for special event insurance coverage for entities, organizations and persons performing temporary business within the auspices of the City.
- L. **Risk Transfer Contract Review:** Provide consultation services for the City as to risk related issues in contractual arrangements. Participate and/or review the transfer of risk where contractually appropriate.
- M. **Loss Documentation:** Provide support when requested in preparing proofs of loss or claims reports and assist in obtaining loss settlements from insurers.
- N. **Catastrophic Claims Management:** Provide catastrophic claims management consultation, evaluation and service.
- O. **Property Valuation & Inspection:** Supply or make available associated risk management services including basic property valuations, loss control consulting and inspection services.
- P. **Loss Control Service:** Provide consultation and conceptual approaches for evaluation, training and education relative to loss control, safety, claims management and related topics in the area of risk management.
- Q. **Analysis and Reporting:** Provide assistance in the form of advisory services or written reports as is customarily expected from a professional insurance consultant.

DISCLOSURE / TRANSPARENCY

- A. Other parties such as wholesale brokers, excess and surplus lines brokers, managers, managing general agents, or reinsurance intermediaries may also earn and retain usual and customary commissions for their roles in providing insurance products and services to the City. If any such parties are corporate parents, subsidiaries or affiliates of the Broker, the Broker will also disclose the rate or amount of the commissions it will earn before the City purchases the coverage.
- B. The City may chose to use a premium finance company, property appraiser, structured settlement firm or other similar service provider in connection with the insurance coverages the Broker places for the City or the services the Broker provides to the City. If the City elects to use a service provider from which the Broker, or its corporate parents, subsidiaries or affiliates, will receive any compensation directly or indirectly relating to the services the City purchases from the provider, the Broker will disclose additional information regarding that compensation to the City before the City makes a final decision to use the service provider.
- C. In the ordinary course of business the Broker may also receive and retain interest on premiums the City pays from the date the Broker receives the funds until it pays them to the insurers or their intermediaries.
- D. The Broker or its corporate parents, subsidiaries, and affiliates have contracts with various insurers pursuant to which they provide certain services to the insurers such as preparation and issuance of certificates of insurance or provision of services as a managing general agent. These contracts may grant the Broker certain rights or certain obligations regarding the marketing of insurance products provided by those insurers. The Broker may also provide reinsurance brokerage services to insurers with which the City's coverage is placed pursuant to separate agreements with those insurers. Under these arrangements the Broker may be compensated by the insurers for the services provided in addition to any commissions the Broker may receive for placement of your insurance coverage's.
- E. As an insurance intermediary, the Broker normally acts for the insured. However, for some insurance products the Broker or its corporate parents, subsidiaries or affiliates may provide services to insurers as a managing general agent or under other similar agreements which give the Broker binding authority enabling the Broker to accept business on their behalf and immediately provide coverage for a risk. Further, the Broker or its corporate parents, subsidiaries or affiliates may arrange lineslips or similar facilities which enable an insurer to bind business for itself and other insurers and we may manage these lineslips for such insurers. They may place your insurance business under a managing general agent's agreement, a binding authority, lineslip or similar facility when the Broker reasonably considers this match the City's insurance requirements/instructions. When the Broker intends to bind coverage for the City under such a facility, the Broker shall inform the City prior to the inception of the insurance contract

- F. The insurance market is complex, and there could be other relationships, which are not described in this document, which might create conflicts of interest. Notwithstanding any possible conflict which might exist, the Broker will act in the best interests of the City at all times in providing services to the City. If a conflict arises for which there is no practicable way of complying with this commitment, the Broker will promptly inform the City and withdraw from the engagement, unless the City wishes the Broker to continue to provide the services and will provide its written consent.



Agenda Sheet for City Council Meeting of:
03/28/2016

Date Rec'd	3/16/2016
Clerk's File #	CPR 1993-0069
Renews #	

Submitting Dept	MAYOR	Cross Ref #	
Contact Name/Phone	BRANDY COTE 625-6774	Project #	
Contact E-Mail	BCOTE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Boards and Commissions	Requisition #	
Agenda Item Name	0520 REAPPOINTMENT OF JACQUI HALVORSON TO THE DESIGN REVIEW		

Agenda Wording

Reappointment of Jacqui Halvorson as the Citizen At-Large to the Design Review Board, a three year term from January 1, 2016 - December 31, 2018.

Summary (Background)

Reappointment of Jacqui Halvorson as the Citizen At-Large to the Design Review Board, a three year term from January 1, 2016 - December 31, 2018.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	COTE, BRANDY	Study Session	
Division Director		Other	
Finance		Distribution List	
Legal		bcote@spokanecity.org	
For the Mayor	SANDERS, THERESA	jneff@spokanecity.org	
Additional Approvals			
Purchasing			

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

03/28/2016

Date Rec'd

3/16/2016

Clerk's File #

CPR 2012-0032

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

BRANDY COTE 625-6774

Project #**Contact E-Mail**

BCOTE@SPOKANECITY.ORG

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

0520 REAPPOINTMENT OF KELLY BEECHINOR TO THE NEPDA

Agenda Wording

Reappointment of Kelly Beechinor to the NEPDA, for a three year term from 2/22/16 - 2/22/19

Summary (Background)

Reappointment of Kelly Beechinor to the NEPDA, for a three year term from 2/22/16 - 2/22/19

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

COTE, BRANDY

Study Session**Division Director****Other****Finance****Distribution List****Legal**

bcote@spokanecity.org

For the Mayor

SANDERS, THERESA

tstripes@spokanecity.org

Additional Approvals**Purchasing**



Agenda Sheet for City Council Meeting of:
03/28/2016

Date Rec'd	3/16/2016
Clerk's File #	ORD C35376
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BEN STUCKART 6256269
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Emergency Budget Ordinance
Agenda Item Name	0320 MAIN AVENUE STUDY EBO

Agenda Wording

An ordinance amending Ordinance No. C-35322, passed the City Council November 23, 2015, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2016,

Summary (Background)

the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made: FROM:0100-99999- General Fund 99999 Unappropriated Reserves \$15,000 TO: 0320-36100- General Fund 11600-54201 City Council-Contractual Services \$15,000 for purposes of a Main Avenue study.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	Study Session	
Division Director		Other	Planning and Economic
Finance	KECK, KATHLEEN	Distribution List	
Legal	DALTON, PAT	Tim Dunivant	
For the Mayor	SANDERS, THERESA	Ben Stuckart	
Additional Approvals		Lisa Key	
Purchasing			

ORDINANCE NO C35376

An ordinance amending Ordinance No. C-35322, passed the City Council November 23, 2015, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2016 budget Ordinance No. C-35322, as above entitled, and which passed the City Council November 23, 2015, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0100-99999- 99999	General Fund Unappropriated Reserves	<u>\$ 15,000</u>
TO:	0320-36100- 11600-54201	General Fund City Council—Contractual Services	<u>\$ 15,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide an additional \$15,000 for the purpose of making the funds available for use of a Main Avenue study; and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
03/28/2016

Date Rec'd	3/15/2016
Clerk's File #	RES 2016-0032
Renews #	

Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	
Contact Name/Phone	MIKE COSTER 625-4640	Project #	
Contact E-Mail	MCOSTER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	VALUE BLANKET
Agenda Item Name	4320-SOLE SOURCE RESOLUTION WITH NALCO CHEMICAL COMPANY		

Agenda Wording

Sole source resolution purchase with Nalco Chemical Company (Naperville, IL) to supply proprietary chemicals, control/monitoring software and chemical dosing equipment necessary to protect and maintain the integrity of high pressure steam equipment.

Summary (Background)

Sole source purchase authorization, total 5 year cost of \$331,800.00 including tax and shipping. RPWRF has used chemicals, chemical storage, telemetric monitoring and dosing services & equipment provided by Nalco since 1990, utilizing their trained personnel to safely transfer hazardous and incompatible chemicals to specially designed containment. Nalco chemical feed and monitoring software is an integral part of the facility's HVAC & digester heating system. Nalco provides unlimited support.

<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ 66,360.00 2016/2017	# 4320-43250-35148-53203
Expense	\$ 66,360.00 2017/2018	# 4320-43250-35148-53203
Expense	\$ 66,360.00 2018/2019	# 4320-43250-35148-53203
Expense	\$ 66,360.00 2019/2020	# 4320-43250-35148-53203
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>
<u>Division Director</u>	GIMPEL, KEN	<u>Other</u>
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>
<u>Legal</u>	WHALEY, HUNT	kbustos@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	Tax & Licenses
<u>Additional Approvals</u>		hbarnhart@spokanecity.org
<u>Purchasing</u>	WAHL, CONNIE	cwahl@spokanecity.org
		mcoster@spokanecity.org
		vchamberlain@nalco.com
		djdixon@nalco.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Expense \$ 66,360.00 2020/2021
Select \$

Budget Account

4320-43250-35148-53203
#

Distribution List

SOLE SOURCE RESOLUTION 2016-0032

A RESOLUTION declaring Nalco Chemical Company a sole source provider of conditioning chemicals (and associated equipment) for use in the high pressure boilers and steam system at the Riverside Park Water Reclamation Facility (RPWRF) and authorizing the purchase of conditioning chemicals (and associated equipment) from Nalco Chemical Company for \$331,800.00 including tax and shipping without public bidding for a five (5) year term.

WHEREAS, RPWRF has used high pressure boilers and affiliated steam system from Nalco conditioning chemicals (and associated equipment) since 1990 and was selected at that time because of their status as “low bidder”; and

WHEREAS, these aforementioned conditioning chemicals are proprietary, extremely dangerous at full concentration, and absolutely essential to preserve RPWRF’s very costly high pressure boiler and affiliated steam system’s mechanical integrity; and

WHEREAS, the successful, safe, and regulatory compliant operation of RPWRF’s heating and process systems depend upon reliable and efficient high pressure steam produced by its boilers. The continued mechanical integrity of such systems requires the continual use of several conditioning chemicals provided by Nalco Chemical Company; and

WHEREAS, as RPWRF’s use of high pressure steam has expanded, the use of such conditioning chemicals has incrementally increased as well; and

WHEREAS, Nalco Chemical Company also delivers these extremely reactive and dangerous chemicals to RPWRF, where their trained personnel transfer the chemicals into specially designed tanks provided by Nalco, so City staff are not subjected to a potential exposure; and

WHEREAS, Nalco also provides chemical feed metering systems, monitoring software, confirmatory boiler water testing, and unlimited technical support, additionally, the Nalco chemical control feed system is completely integrated into the facility’s boiler and high pressure steam systems; and

WHEREAS, another vendor would have to create a completely functional stand-alone chemical support system; of which, none of the existing and integrated Nalco equipment could be utilized with another vendor’s chemicals or software. Both systems would have to operate in parallel for a considerable period of time before a transition could occur, exposing RPWRF to substantial operational risk as well as represent a marked increase in expense.

WHEREAS, the cost of purchase with Nalco Chemical Company conditioning chemicals (and associated equipment) exceeds the 2016 public bid limit of \$48,800 for the purchase of goods; -- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares Nalco Chemical Company provider of conditioning chemicals (and associated equipment) a sole source purchase; and

BE IT FURTHER RESOLVED that the City Council authorizes the purchase of conditioning chemicals (and associated equipment) for use in the high pressure boilers and steam system at the Riverside Park Water Reclamation Facility (RPWRF) from Nalco Chemical Company for \$331,800.00 including tax and shipping without public bidding for a five (5) year term.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

16-415b

BRIEFING PAPER
Public Works Committee
Wastewater Management
March 14, 2016

Subject

Sole source resolution purchase with Nalco to supply proprietary chemicals, control/monitoring software and chemical dosing equipment necessary to protect and maintain the integrity of high pressure steam equipment at the Riverside Park Water Reclamation Facility.

Background

The sole source purchase authorization period would end five years after its approval, with a total cost of \$331,800.00, including tax and shipping.

The Riverside Park Water Reclamation Facility has used chemicals, chemical storage, telemetric monitoring and dosing services and equipment provided by Nalco since 1990, utilizing their trained personnel to safely transfer hazardous and incompatible chemicals to specially designed containment. The Nalco chemical feed and monitoring software is an integral part of the facility's HVAC and digester heating control system, and Nalco provides unlimited support from their local technical representative.

Impact

The successful, safe and regulatory compliant operation of RPWRF's heating and process systems depend upon reliable and efficient high pressure steam produced by its boilers. The continued mechanical integrity of such systems requires the continual use of several conditioning chemicals provided by Nalco Chemical Company.

Action

Recommend approval.

Funding

Funding for this purchase is provided in the Wastewater Management budget.

**CITY OF SPOKANE - RIVERSIDE PARK WATER RECLAMATION FACILITY**

4401 N. Aubrey L. White Parkway

Spokane, Washington 99205

PHONE: 509.625.4600

REQUEST FOR QUOTE

City of Spokane, Washington

GENERAL INFORMATION

RFQ Number	4320-90-2016	Due Date	Friday, January 15, 2016
RFQ Description	Nalco Chemicals - Annual Value Blanket Order		

All relevant quote documentation must be submitted by 3:00 pm (Pacific Time) on the noted due date in order to be considered.

RFQ Requested By	Samantha Johnson, Buyer - Wastewater Management
Contact Information	Office: 509.625.4657 Email: sjohnson@spokanecity.org

Please return quote documentation to the requestor via email unless otherwise specified.

SUPPLIER INFORMATION

Legal Company Name	Nalco Company LLC		
Physical Address	1601 W Diehl Rd, Naperville, IL 60568-1198		
Mailing Address	Nalco company LLC, P O Box 70716, Chicago, IL 60673-0716		
Website	www.nalco.com		

Phone	630-305-1000	Fax	
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Contact Name	Vicki Chamberlain or David Dixon	Phone	509-928-7713
Title	District Admin. / Account Manager	Email	vchamberlain@nalco.com or djdixon@nalco.com

QUOTE DETAILS

Brand	Chemical	Description	Quantity	UOM	Unit Price	Total
Nalco	3DT246	3D Trasar, Portafeed - Micro, 137 lbs.	411	lbs	\$ 12.29	\$ 5,051.19
Nalco	1720	Portafeed - Mini, 518 lbs.	1036	lbs	\$ 6.17	\$ 6,392.12
Nalco	22310	NexGuard, Portafeed - Mini, 547 lbs.	2188	lbs	\$ 11.00	\$ 24,068.00
Nalco	ST70	STABREX, Portafeed - Micro, 154 lbs.	154	lbs	\$ 10.41	\$ 1,603.14
Nalco	1820	Tri-Act, Portafeed - Micro, 123 lbs.	492	lbs	\$ 12.83	\$ 6,312.36
Nalco	1820	Tri-Act, Portafeed, Mini, 450 lbs.	1800	lbs	\$ 9.79	\$ 17,622.00
FOB Delivery Point		4401 N. Aubrey L. White Parkway Spokane, WA 99205		Subtotal		\$ 61,048.81
Delivery Terms		Full delivery is expected ASAP ARO with expedites upon request.		Ground Freight		\$ -
Payment Terms		Net30		WA State Sales Tax (8.7%)		\$ 5,311.25
Are Credit Cards Accepted?			Yes	Total		\$ 66,360.06
	If credit cards are accepted, please note any additional charges or discounts for use.		No charge for credit card use. All pricing for bulk chemicals includes ground delivery			
Estimate of Standard Lead Time		14 day lead time with exceptions per order confirmations				

ADDITIONAL ITEMS

The City of Spokane reserves the right to purchase additional quantities of these items at the quoted price.
Supplier agrees to sell at the same price, terms, and conditions.

YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

If yes, prices are good until further written notice.

BUSINESS REGISTRATION REQUIREMENT

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

City of Spokane Business Registration Number	409-010-312
--	-------------

TERMS & CONDITIONS

1. The contract shall begin upon signing by both parties for a two year period. Orders will be placed as needed using a blanket order with no guarantee of quantities.
2. Price increases will be considered after the first annual term with 30 days' written notice and justification for the increase. The City shall have 15 days from receipt of the written notice to challenge the increase.
3. Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for three (3) additional one-year contract periods with the total contract period not the exceed five (5) years.
4. Quantities are an annual usage estimate. Orders will be placed as needed with no guarantee of quantities. Payment will be made only for orders placed, received, and accepted.
5. The supplier must be able to service any items purchased by the City. The supplier, therefore, must comply with one of the following;
 - a. be an authorized factory dealer for the area including the City of Spokane.
 - b. provide satisfactory proof by the manufacturer that service will be guaranteed.
 - c. submit a 100% Performance Bond for the life of the equipment.
6. Delivery time shall be a consideration of awarding this business. Therefore, the City requires a lead time estimate at time of quote.
7. The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Supplier.
8. All freight expenses shall be the responsibility of the Supplier.
9. The respondent certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Quote invitation.
10. Federal and State laws governing this product and its final certification must be satisfied. It shall be the Supplier's responsibility to conform to all Federal Standards for certification.
11. Any contract agreement shall be performed under the laws of the State of Washington. Any litigation to enforce such agreement or any of its provisions shall be brought in Spokane County, Washington.
12. Quotes must provide sixty (60) days for acceptance by the City from the quote due date.

QUOTE SUBMISSION

All relevant quote documentation must be submitted by 3:00 pm (Pacific Time) on the noted due date in order to be considered. Please return quote documentation to the requestor via email.

All quotes shall be typed or printed in ink, prepared on the document furnished by the Purchaser and completed by an authorized person of Bidder's firm. **If printing this document, use recycled paper and both sides of paper sheets whenever practicable.** If errors are made, they may be crossed out. Corrections shall be printed in ink or typewritten adjacent and initialed in ink by the person completing the quote. IF THE BIDS CONTAIN ANY OMISSION, ERASURES, ALTERATIONS, ADDITIONS, OR ITEMS NOT CALLED FOR IN THE PROPOSAL, OR CONTAIN IRREGULARITIES OF ANY KIND, IT MAY CONSTITUTE SUFFICIENT CAUSE FOR REJECTION.

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

03/28/2016

Date Rec'd	3/15/2016
Clerk's File #	RES 2016-0033
Renews #	

Submitting Dept	PLANNING & DEVELOPMENT	Cross Ref #	
Contact Name/Phone	BORIS BORISOV 625-6156	Project #	
Contact E-Mail	BBORISOV@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0650 - INITIATION RESOLUTION FOR E. SPRAGUE PARKING & BUSINESS		

Agenda Wording

A resolution to initiate an East Sprague Parking and Business Improvement Area. (Under RCW 35.87A.030, the City Council is authorized to initiate the establishment of a Parking and Business Improvement Area (PBIA). The East Spokane Business

Summary (Background)

RCW 35.87A.010 authorizes the creation of parking and business improvement districts for economic development and neighborhood revitalization, and to facilitate the cooperation of merchants and businesses, to assist trade, economic viability, and livability. Through the Targeted Investment Pilot Program, the East Spokane Business Association (ESBA) identified the establishment of a PBIA as a priority and requested City Council assistance. The City Council provided funding to hire a

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	KEY, LISA	Study Session	
Division Director	KEY, LISA	Other	PED 3/21/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	fperkins@spokanecity.org	
For the Mayor	SANDERS, THERESA	smsimmons@spokanecity.org	
Additional Approvals		jmallahan@spokanecity.org	
Purchasing		lkey@spokanecity.org	
		aworlock@spokanecity.org	
		mowen@spokanecity.org	
		lmeuler@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Association and neighborhood stakeholders have expressed interest in the establishment of a PBIA as a means to aid in economic development and neighborhood revitalization in the East Spokane area. This initiation resolution paves the way for the City Council to pass a Resolution of Intention which will establish a public hearing to consider the establishment of the East Sprague PBIA.)

Summary (Background)

consultant to work with ESBA to develop a PBIA proposal which includes: a description of the boundaries of the proposed area, the proposed uses and projects to which the proposed special assessment revenues shall be put, and the total estimated costs and the estimated rate of levy of special assessments.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

mpiccolo@spokanecity.org

dr@acmetv.com

tstripes@spokanecity.org

tara.brown1@usbank.com

deannah@primesourcecu.org

jack@jdstrong.com / bborisov@spokanecity.org

speedy1727@gmail.com

bob@nwseed.com / laverne@accessunified.net

RESOLUTION NO. 2016-0033

A resolution to initiate an East Sprague Parking and Business Improvement Area.

WHEREAS, the City of Spokane (the “City”) is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

WHEREAS, RCW 35.87A.030 authorizes the Spokane City Council to initiate the establishment of a parking and business improvement area by resolution; and

WHEREAS, the East Spokane Business Association and other interested stakeholders in the East Spokane area have expressed interest in the establishment of a parking and business improvement area as a means to aid in economic development and neighborhood revitalization in the East Spokane area; and

WHEREAS, the City Council has considered the interest of the East Spokane Business Association and neighborhood stakeholders and believes it is in the best interest of the City to proceed with the initiation resolution pursuant to RCW 35.87A.030.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE as follows:

Section 1. PBIA Initiation. The City Council hereby initiates the establishment of the East Sprague Parking and Business Improvement Area (East Sprague PBIA) by resolution pursuant to Chapter 35.87A RCW, to be known as the East Sprague Business Improvement District (East Sprague BID), for the purposes and within the boundaries described herein.

Section 2. Proposed Boundary Description. The East Sprague PBIA shall be within the following boundaries geographically shown on the map attached as Appendix A (East Sprague PBIA Boundaries) which is incorporated herein by reference:

- From the intersection of South Smith Street and East 1st Avenue, proceed west along East 1st Avenue to South Perry Street.
- From the intersection of South Perry Street and East 1st Avenue, proceed south along South Perry Street a half block to 1st – Pacific Alley.
- From 1st Avenue – Pacific Alley and South Perry Street, proceed west until Hamilton Street / I-90.
- From Hamilton Street / I-90, proceed north until the railroad.
- From the intersection of North Erie Street and the railroad, proceed northeast along the railroad right-of-way until the northeast corner of parcel 35174.0546; then, proceeding south along the boundary of parcel 35174.0546.

- From the intersection of parcel 35174.0546 and 35174.0552, proceed east along the northern boundary of parcel 35174.0552 to N Perry Street.
- From North Perry Street, proceed north along North Perry Street to East Riverside Avenue.
- From the intersection of East Riverside Avenue and North Perry Street proceed east along East Riverside Avenue to North Helena Street.
- From the intersection of North Helena Street and East Riverside Street proceed north along North Helena until the railroad.
- From the intersection North Helena Street and the railroad, proceed northeast along the railroad right of way until North Madelia Street.
- From the intersection of North Madelia Street and East Main Avenue, proceed east along East Main Avenue until North Crestline Street.
- From the intersection of North Crestline Street and East Main Avenue, proceed south along North Crestline Street to East Riverside Avenue.
- From the intersection of East Riverside Avenue and North Crestline Street, proceed east along East Riverside Ave to South Smith Street.
- From the intersection of South Smith Street and East Riverside Avenue, proceed south along South Smith Street to East 1st Ave.

When a street or alley is named, the area boundary is the centerline of the right-of-way including vacant portions unless otherwise specified in the description.

In the case of a conflict between the description of the area and the map, the description shall control.

Section 3. Proposed Uses and Programs. The special assessment revenues collected on account of the East Sprague PBIA shall be used for the following uses and component programs:

- A. Clean and Green efforts including district cleanliness, graffiti removal, trash collection, and landscaping.
- B. Neighborhood Beautification, including signage, street tree maintenance, decorative lighting, and streetscape amenities.
- C. District Branding and Marketing, including promotion, advertising, website maintenance, and event assistance.
- D. Safety and Security, including advocacy for increased patrol, crime prevention through design, exploration of security measures and services.
- E. Administration to manage contracting, volunteer coordination and reporting.

- F. Contingency Reserve for unanticipated events or district maintenance needs.

The listing of services is illustrative and not exclusive. All such activities are supplemental to services provided by the City and are not intended to displace any services regularly provided by the City. The estimated initial annual cost for these services is \$58,592.00.

Section 4. Estimated Rate of Levy of Special Assessment.

To finance the programs set forth in Section 3, there shall be levied and collected an annual special assessment upon the “businesses” and “multifamily residential” or mixed-use projects,” as defined in RCW 35.87A.020(3) (including real property improvements thereon) as set forth on the special assessment formula for the East Sprague PBIA which shall be adopted annually by ordinance and incorporated by this reference as if fully set forth herein.

- A. Special assessments shall be levied based on the classification of the businesses, multifamily residential and mixed-use projects (multi-family residential and commercial within the East Sprague PBIA detailed below, using the Spokane County Assessor’s property information (including but not limited to assessed value, taxable value, lot size, and present use) upon Ratepayers within this area.

Properties classified by the Spokane County Tax Assessor’s Office as residential properties with three units or less shall not be assessed. Properties that are located in “Residential Single Family” zoning or “Residential Two Family” zoning and that are also classified by the Spokane County Tax Assessor’s Office as “Residential Undivided” shall not be assessed.

- B. Ratepayers will be assessed by the City of Spokane annually, beginning with the base year of the authorization (2016). Beginning in July 2016, the assessment will be as follows:
1. For properties in Zone 1, the assessment will be 2.5¢ per Lot Square Foot (LSF) plus 60¢ per \$1,000 Total Assessed Value (TAV) based on the 2015 Spokane County records, with a minimum of \$200 per property parcel and a maximum of \$1,000 per property parcel.
 2. For properties within Zone 2, the assessment will be 1.3¢ per LSF plus 30¢ per \$1,000 of TAV based on the 2015 Spokane County

records, with a minimum of \$100 per property parcel and a maximum of \$500 per property parcel.

3. For properties within Zone 3, the assessment will be 0.6¢ per LSF plus 15¢ per \$1,000 TAV based on the 2015 Spokane County records, with a minimum of \$50 per property parcel and a maximum of \$250 per property parcel.

C. After the first assessment year, the assessments will be applied for the full calendar year beginning in January and the assessment amount shall be adjusted, subject to the following conditions:

1. Assessments in the second and third assessment years, as adjusted pursuant to this subsection, shall be based upon the first assessment year.
 - i. For the second assessment year (2017), the assessments will equal the first year assessments multiplied by a CPI Factor that is the lesser of 3% or the percentage change in CPI-U-Spokane between June 2015 and June 2016.
 - ii. For the third assessment year (2018), the assessments will equal the first year assessments multiplied by a CPI Factor that is the lesser of 6% or the percentage change in CPI-U-Spokane between June 2015 and June 2017.
2. Assessments in the subsequent years will be recalculated using current records of LSF and TAV as maintained by the Spokane County Assessor's 2018 property information and the rates described in Section 4.B.
 - i. For the fourth assessment year, to account for inflation and maintain the equivalent buying power, the assessment rate on LSF will be increased by an Inflationary Factor, which is equal to the percentage change in CPI-U-Spokane since the first assessment year. The TAV rate will remain the same.
 - ii. For the fifth assessment year (2020), the assessments will equal the fourth year assessments multiplied by a CPI Factor that is the lesser of 3% or the percentage change in CPI-U-Spokane between June 2018 and June 2019.
 - iii. For the sixth assessment year (2021), the assessments will equal the fourth year assessments multiplied by a CPI Factor that is the lesser of 6% or the percentage change in CPI-U-Spokane between June 2018 and June 2020.

3. For subsequent years, the assessment will continue on this three-year cycle with updates to the value and LSF rate every three years after the first assessment year.
- D. Annual Improvement Area assessments will be determined by the CPI Factor as set forth in Section 4.B., except in the case of new construction, as follows:
1. Once a year, current Spokane County Assessor's property data will be compared to Spokane County Assessor's property data from the previous year.
 2. If there is an increase in Net Building Square Footage for a parcel, then the East Sprague PBIA assessment will be calculated using the new Spokane County Assessor's values. No Inflationary Factor shall be assessed on the parcel in the year the change was made. In each subsequent assessment year, the Inflationary Factor shall be limited to the lesser of:
 - i. 3% per year from the year of the change; or
 - ii. The CPI-U-Spokane from January of the year prior to the change to January of the year prior to the assessment year.

New assessments will be invoiced during the next billing cycle.

3. If there is no increase in Net Building Square Footage for a parcel, then assessments in the East Sprague PBIA will be calculated as described in Sections 4 B and 4 C above. New assessments will be invoiced during the next billing cycle.

Section 5. This resolution shall take effect immediately.

ADOPTED by the City Council this _____ day of March, 2016.

City Clerk

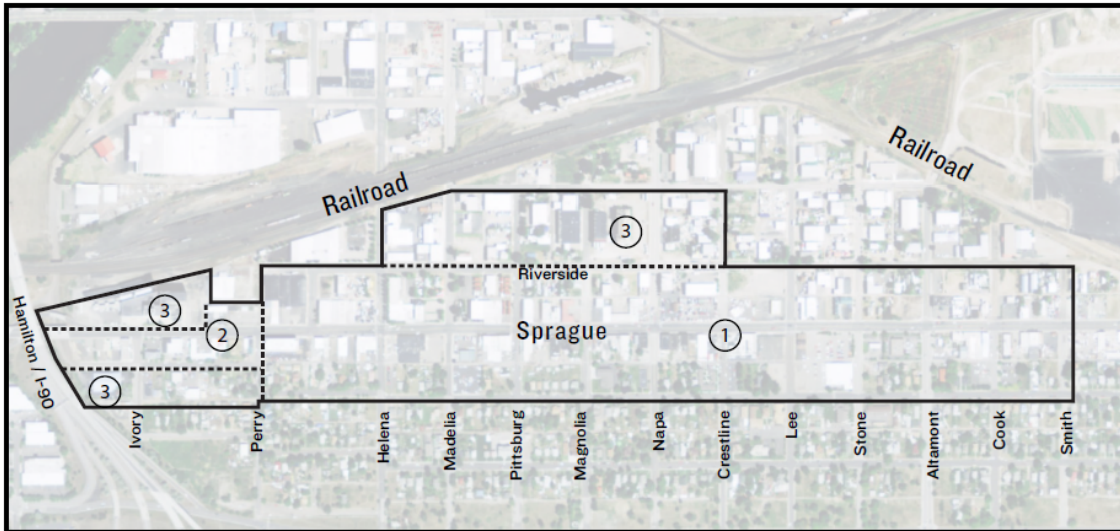
Approved as to form:

Assistant City Attorney

Appendix A. East Sprague Parking and Business Improvement Area Boundaries

East Sprague Business Improvement District

BDS
PLANNING & URBAN DESIGN



Benefit Areas

- ① Corridor
- ② General Commercial
- ③ Industrial

IN



Agenda Sheet for City Council Meeting of:
03/28/2016

Date Rec'd	3/15/2016
Clerk's File #	RES 2016-0034
Renews #	

Submitting Dept	PLANNING & DEVELOPMENT	Cross Ref #	
Contact Name/Phone	BORIS BORISOV 625-6156	Project #	
Contact E-Mail	BBORISOV@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0650-RESOLUTION OF INTENTION FOR E. SPRAGUE PARKING & BUSINESS		

Agenda Wording

A resolution of intention to establish an East Sprague Parking and Business Improvement Area. (Under RCW 35.87A.030, the City Council is authorized to initiate the establishment of a Parking and Business Improvement Area (PBIA). The East Spokane

Summary (Background)

RCW 35.87A.010 authorizes the creation of parking and business improvement districts for economic development and neighborhood revitalization, and to facilitate the cooperation of merchants and businesses, to assist trade, economic viability, and livability. Through the Targeted Investment Pilot Program, the East Spokane Business Association (ESBA) identified the establishment of a PBIA as a priority and requested City Council assistance. The City Council provided funding to hire a consultant

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	KEY, LISA	Study Session	
Division Director	KEY, LISA	Other	PED 3/21/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	fperkins@spokanecity.org	
For the Mayor	SANDERS, THERESA	bborisov@spokanecity.org	
Additional Approvals		smsimmons@spokanecity.org	
Purchasing		jmallahan@spokanecity.org	
		lkey@spokanecity.org	
		aworlock@spokanecity.org	
		mowen@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Business Association and neighborhood stakeholders have expressed interest in the establishment of a PBIA as a means to aid in economic development and neighborhood revitalization in the East Spokane area. This resolution of intention will establish a public hearing to consider the establishment of the East Sprague PBIA.)

Summary (Background)

to work with ESBA to develop a PBIA proposal which includes: a description of the boundaries of the proposed area, the proposed uses and projects to which the proposed special assessment revenues shall be put, and the total estimated costs and the estimated rate of levy of special assessments.

Fiscal Impact	Budget Account
Select \$	#
Select \$	#

Distribution List

lmeuler@spokanecity.org	speedy1727@gmail.com
mpiccolo@spokanecity.org	dr@acmetv.com / tara.brown1@usbank.com
tstripes@spokanecity.org	jack@jdstrong.com / bob@nwseed.com
deannah@primesourcecu.org	laverne@accessunified.net

RESOLUTION NO. 2016-0034

A resolution of intention to establish an East Sprague Parking and Business Improvement Area.

WHEREAS, the City of Spokane (the "City") is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

WHEREAS, RCW 35.87A.030 authorizes the Spokane City Council to initiate the establishment of a parking and business improvement area by resolution; and

WHEREAS, on March 28, 2016, the City Council adopted Resolution No. _____ initiating the establishment of the East Sprague Parking and Business Improvement Area pursuant to RCW 35.87A.030 and setting forth the boundaries of the district, the proposed uses and programs and the estimated rate of the special levy assessments; and

WHEREAS, the East Spokane Business Association and other interested stakeholders in the East Spokane area have expressed interest in the establishment of a parking and business improvement area as a means to aid in economic development and neighborhood revitalization in the East Spokane area; and

WHEREAS, the City Council has considered the interest of the East Spokane Business Association and neighborhood stakeholders and believes it is in the best interest of the City to proceed with the initiation resolution pursuant to RCW 35.87A.030; and

WHEREAS, RCW 35.87A.040 requires that the City adopt a resolution of intention to establish a PBIA and conduct a public hearing thereon; and

WHEREAS, the City Council, after passing the initiation resolution, desires to declare it intent to establish a PBIA and to set a time and place for a public hearing to consider the information contained in the initiation petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE as follows:

Section 1. The City Council hereby intends to establish the East Sprague Parking and Business Improvement Area (East Sprague PBIA) pursuant to Chapter 35.87A RCW, to be known as the East Sprague Business Improvement District (East Sprague BID), for the purposes, and with the boundaries, described herein.

Section 2. Proposed Boundary Description. The East Sprague PBIA shall be within the following boundaries geographically shown on the map attached as Appendix A (East Sprague PBIA Boundaries) which is incorporated herein by reference:

- From the intersection of South Smith Street and East 1st Avenue, proceed west along East 1st Avenue to South Perry Street.
- From the intersection of South Perry Street and East 1st Avenue, proceed south along South Perry Street a half block to 1st – Pacific Alley.
- From 1st Avenue – Pacific Alley and South Perry Street, proceed west until Hamilton Street / I-90.
- From Hamilton Street / I-90, proceed north until the railroad.
- From the intersection of North Erie Street and the railroad, proceed northeast along the railroad right-of-way until the northeast corner of parcel 35174.0546; then, proceeding south along the boundary of parcel 35174.0546.
- From the intersection of parcel 35174.0546 and 35174.0552, proceed east along the northern boundary of parcel 35174.0552 to N Perry Street.
- From North Perry Street, proceed north along North Perry Street to East Riverside Avenue.
- From the intersection of East Riverside Avenue and North Perry Street proceed east along East Riverside Avenue to North Helena Street.
- From the intersection of North Helena Street and East Riverside Street proceed north along North Helena until the railroad.
- From the intersection North Helena Street and the railroad, proceed northeast along the railroad right of way until North Madelia Street.
- From the intersection of North Madelia Street and East Main Avenue, proceed east along East Main Avenue until North Crestline Street.
- From the intersection of North Crestline Street and East Main Avenue, proceed south along North Crestline Street to East Riverside Avenue.
- From the intersection of East Riverside Avenue and North Crestline Street, proceed east along East Riverside Ave to South Smith Street.
- From the intersection of South Smith Street and East Riverside Avenue, proceed south along South Smith Street to East 1st Ave.

When a street or alley is named, the area boundary is the centerline of the right-of-way including vacant portions unless otherwise specified in the description.

In the case of a conflict between the description of the area and the map, the description shall control.

Section 3. Proposed Uses and Programs. The special assessment revenues collected on account of the East Sprague PBIA shall be used for the following uses and component programs:

- A. Clean and Green efforts including district cleanliness, graffiti removal, trash collection, and landscaping.
- B. Neighborhood Beautification, including signage, street tree maintenance, decorative lighting, and streetscape amenities.
- C. District Branding and Marketing, including promotion, advertising, website maintenance, and event assistance.
- D. Safety and Security, including advocacy for increased patrol, crime prevention through design, exploration of security measures and services.
- E. Administration to manage contracting, volunteer coordination and reporting.
- F. Contingency Reserve for unanticipated events or district maintenance needs.

The listing of services is illustrative and not exclusive. All such activities are supplemental to services provided by the City and are not intended to displace any services regularly provided by the City. The estimated initial annual cost for these services is \$58,592.00.

Section 4. Estimated Rate of Levy of Special Assessment.

To finance the programs set forth in Section 3, there shall be levied and collected an annual special assessment upon the “businesses” and “multifamily residential” or “mixed-use projects,” as defined in RCW 35.87A.020(3) (including real property improvements thereon) as set forth on the special assessment formula for the East Sprague PBIA which shall be adopted annually by ordinance and incorporated by this reference as if fully set forth herein.

- A. Special assessments shall be levied based on the classification of the businesses, multifamily residential and mixed-use projects (multi-family residential and commercial within the East Sprague PBIA detailed below, using the Spokane County Assessor’s property information (including but not limited to assessed value, taxable value, lot size, and present use) upon Ratepayers within this area.

Properties classified by the Spokane County Tax Assessor’s Office as residential properties with three units or less shall not be assessed. Properties that are located in “Residential Single Family” zoning or “Residential Two Family” zoning and that are also classified by the

Spokane County Tax Assessor's Office as "Residential Undivided" shall not be assessed.

B. Ratepayers will be assessed by the City of Spokane annually, beginning with the base year of the authorization (2016). Beginning in July 2016 for the initial year, the assessment will be as follows:

1. For properties in Zone 1, the assessment will be 2.5¢ per Lot Square Foot (LSF) plus 60¢ per \$1,000 Total Assessed Value (TAV) based on the 2015 Spokane County records, with a minimum of \$200 per property parcel and a maximum of \$1,000 per property parcel.
2. For properties within Zone 2, the assessment will be 1.3¢ per LSF plus 30¢ per \$1,000 of TAV based on the 2015 Spokane County records, with a minimum of \$100 per property parcel and a maximum of \$500 per property parcel.
3. For properties within Zone 3, the assessment will be 0.6¢ per LSF plus 15¢ per \$1,000 TAV based on the 2015 Spokane County records, with a minimum of \$50 per property parcel and a maximum of \$250 per property parcel.

C. After the first assessment year, the assessments will be applied for the full calendar year beginning in January and the assessment amount shall be adjusted subject to the following conditions:

1. Assessments in the second and third assessment years, as adjusted pursuant to this subsection, shall be based upon the first assessment year.
 - i. For the second assessment year (2017), the assessments will equal the first year assessments multiplied by a CPI Factor that is the lesser of 3% or the percentage change in CPI-U-Spokane between June 2015 and June 2016.
 - ii. For the third assessment year (2018), the assessments will equal the first year assessments multiplied by a CPI Factor that is the lesser of 6% or the percentage change in CPI-U-Spokane between June 2015 and June 2017.
2. Assessments in the subsequent years will be recalculated using current records of LSF and TAV as maintained by the Spokane County Assessor's 2018 property information and the rates described in Section 4.B.
 - i. For the fourth assessment year, to account for inflation and maintain the equivalent buying power, the assessment rate

on LSF will be increased by an Inflationary Factor, which is equal to the percentage change in CPI-U-Spokane since the first assessment year. The TAV rate will remain the same.

- ii. For the fifth assessment year (2020), the assessments will equal the fourth year assessments multiplied by a CPI Factor that is the lesser of 3% or the percentage change in CPI-U-Spokane between June 2018 and June 2019.
 - iii. For the sixth assessment year (2021), the assessments will equal the fourth year assessments multiplied by a CPI Factor that is the lesser of 6% or the percentage change in CPI-U-Spokane between June 2018 and June 2020.
3. For subsequent years, the assessment will continue on this three-year cycle with updates to the value and LSF rate every three years after the first assessment year.
- D. Annual Improvement Area assessments will be determined by the CPI Factor as set forth in Section 4. B., except in the case of new construction, as follows:
1. Once a year, current Spokane County Assessor's property data will be compared to Spokane County Assessor's property data from the previous year.
 2. If there is an increase in Net Building Square Footage for a parcel, then the East Sprague PBIA assessment will be calculated using the new Spokane County Assessor's values. No Inflationary Factor shall be assessed on the parcel in the year the change was made. In each subsequent assessment year, the Inflationary Factor shall be limited to the lesser of:
 - i. 3% per year from the year of the change; or
 - ii. The CPI-U-Spokane from January of the year prior to the change to January of the year prior to the assessment year.

New assessments will be invoiced during the next billing cycle.

3. If there is no increase in Net Building Square Footage for a parcel, then assessments in the East Sprague PBIA will be calculated as described in Sections 4 B and 4 C above. New assessments will be invoiced during the next billing cycle.

Section 5. The City Council shall hold a public hearing to consider establishing the East Sprague PBIA on Monday, April 18, 2016, at 6:00 P.M., or as soon thereafter as the same may be heard in the City Council Chambers located at City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3304. The City Council will receive evidence and testimony from all individuals who are in support of or against the

proposal to form the East Sprague PBIA. The City Clerk is directed to cause notice of such hearing to be giving in the manner required by RCW 35.87A.050.

Section 7. This resolution shall take effect immediately.

ADOPTED by the City Council this _____ day of March, 2016.

City Clerk

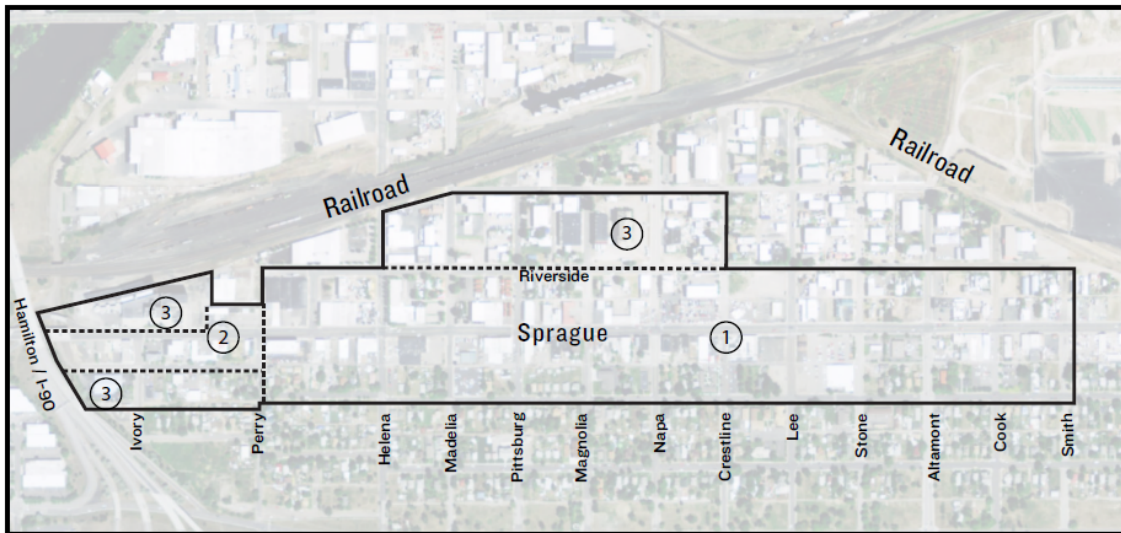
Approved as to form:

Assistant City Attorney

Appendix A. East Sprague Parking and Business Improvement Area Boundaries

East Sprague Business Improvement District

BDS
PLANNING & URBAN DESIGN



Benefit Areas

- ① Corridor
- ② General Commercial
- ③ Industrial



Agenda Sheet for City Council Meeting of:
03/28/2016

Date Rec'd	3/15/2016
Clerk's File #	ORD C35377
Renews #	

Submitting Dept	PLANNING & DEVELOPMENT	Cross Ref #	
Contact Name/Phone	BORIS BORISOV 625-6156	Project #	
Contact E-Mail	BBORISOV@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650 - ORDINANCE FOR EAST SPRAGUE PARKING & BUSINESS IMPROVEMENT		

Agenda Wording

An ordinance establishing and codifying an East Sprague Parking and Business Improvement Areas; and adopting a new chapter 4.31C to Title 4 of the Spokane Municipal Code. (Under RCW 35.87A.030, the City Council is authorized to initiate the

Summary (Background)

RCW 35.87A.010 authorizes the creation of parking and business improvement districts for economic development and neighborhood revitalization, and to facilitate the cooperation of merchants and businesses, to assist trade, economic viability, and livability. Through the Targeted Investment Pilot Program, the East Spokane Business Association (ESBA) identified the establishment of a PBIAs as a priority and requested City Council assistance. The City Council provided funding to hire a

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	KEY, LISA	Study Session	
Division Director	KEY, LISA	Other	PED 3/21/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	fperkins@spokanecity.org	
For the Mayor	SANDERS, THERESA	bborisov@spokanecity.org	
Additional Approvals		smsimmons@spokanecity.org	
Purchasing		jmallahan@spokanecity.org	
		lkey@spokanecity.org	
		aworlock@spokanecity.org	
		mowen@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

establishment of a Parking and Business Improvement Area (PBIA). The East Spokane Business Association and neighborhood stakeholders have expressed interest in the establishment of a PBIA as a means to aid in economic development and neighborhood revitalization in the East Spokane area. The City Council passed a Resolution of Intention and Resolution of Initiation for the establishment of the East Sprague PBIA on March 28, 2016. Notice of this public hearing was provided to all ratepayers and published in the Spokesman Review.)

Summary (Background)

consultant to work with ESBA to develop a PBIA proposal which includes: a description of the boundaries of the proposed area, the proposed uses and projects to which the proposed special assessment revenues shall be put, and the total estimated costs and the estimated rate of levy of special assessments. The City Council passed a Resolution of Intention and Resolution of Initiation for the establishment of the East Sprague PBIA on March 28, 2016. Notice of this public hearing was provided to all ratepayers and published in the Spokesman Review.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

lmeuler@spokanecity.org

speedy1727@gmail.com

mpiccolo@spokanecity.org

dr@acmetv.com / jack@jdstrong.com

tstripes@spokanecity.org

tara.brown1@usbank.com

deannah@primesourcecu.org

bob@nwseed.com / laverne@accessunified.net

Ordinance No. C35377

An ordinance establishing and codifying an East Sprague Parking and Business Improvement Areas; and adopting a new chapter 4.31C to Title 4 of the Spokane Municipal Code.

WHEREAS, the City of Spokane (the "City") is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

WHEREAS, Chapter 35.87A RCW authorizes the City to establish parking and business improvement areas to provide special benefits to business and property owners within a defined geographic areas through the imposition of special assessments; and

WHEREAS, on March 28, 2016, the City Council adopted Resolution No.2016 - _____ initiating the establishment of the East Sprague Parking and Business Improvement Area pursuant to RCW 35.87A.030 and setting forth the boundaries of the district, the proposed uses and programs and the estimated rate of the special levy assessments; and

WHEREAS, on March 28, 2016, the City Council adopted Resolution No. 2016 - _____ pursuant to RCW 35.87A.040 providing that it intends to established an East Sprague Parking and Business Improvement Area; and

WHEREAS, the East Spokane Business Association and other interested stakeholders in the East Spokane area have expressed interest in the establishment of a parking and business improvement area as a means to aid in economic development and neighborhood revitalization in the East Spokane area; and

WHEREAS, the City of Spokane is a property owner within the boundaries of the East Sprague Parking and Business Improvement Area and will be subject to the assessment on the same basis as other property owners; and

WHEREAS, the City Council has considered the interest of the East Sprague Business Association, the neighborhood and public comments received during the public hearing held pursuant to RCW 35.87A.040 and believes it is in the best interest of the City to proceed with the establishment of the East Sprague Parking and Business Area pursuant to the adoption of this ordinance; -- Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new chapter 4.31C to Title 4 of the Spokane Municipal Code to read as follows:

Chapter 4.31C

East Sprague Parking and Business Improvement Area

Sections:

4.31C.010	Establishment
4.31C.020	BID Boundaries
4.31C.030	BID Programs
4.31C.040	Levy of Special Assessments
4.31C.050	Collection of BID Assessments
4.31C.060	BID Fund
4.31C.070	Administration
4.31C.080	Ratepayer Advisory Board
4.31C.090	Contract for Program Management
4.31C.100	Annual Budget
4.31C.110	Notice
4.31C.120	Disputes
4.31C.130	Severability
4.31C.130	Renewal - Termination

4.31C.010 Establishment

The City of Spokane, pursuant to chapter 35.87A RCW, hereby establishes the East Sprague Parking and Business Improvement Area (PBIA) pursuant to Resolution No. 2016 - _____ titled “A resolution to initiate an East Sprague Parking and Business Improvement Area” adopted by the City Council on March 28, 2016, and Resolution No. 2016 - _____ titled “A resolution of intention to establish an East Sprague Parking and Business Improvement Area” adopted by the City Council on March 28, 2016. A public hearing regarding the formation of the East Sprague PBIA was held on April 18, 2016 beginning at six p.m. in the City Council Chambers in City Hall at Spokane, Washington. The East Sprague PBIA created herein shall be designated the “East Sprague Business Improvement District” (the “East Sprague BID”).

4.31C.020 BID Boundaries

The East Sprague Parking and Business Improvement Area shall be within the following boundaries geographically shown on the map attached as Appendix A (East Sprague Parking and Business Improvement Area Boundaries), which is incorporated herein by reference:

- From the intersection of South Smith Street and East 1st Avenue, proceed west along East 1st Avenue to South Perry Street.
- From the intersection of South Perry Street and East 1st Avenue, proceed south along South Perry Street a half block to 1st – Pacific Alley.

- From 1st Avenue – Pacific Alley and South Perry Street, proceed west until Hamilton Street / I-90.
- From Hamilton Street / I-90, proceed north until the railroad.
- From the intersection of North Erie Street and the railroad, proceed northeast along the railroad right-of-way until the northeast corner of parcel 35174.0546; then, proceeding south along the boundary of parcel 35174.0546.
- From the intersection of parcel 35174.0546 and 35174.0552, proceed east along the northern boundary of parcel 35174.0552 to N Perry Street.
- From North Perry Street, proceed north along North Perry Street to East Riverside Avenue.
- From the intersection of East Riverside Avenue and North Perry Street proceed east along East Riverside Avenue to North Helena Street.
- From the intersection of North Helena Street and East Riverside Street proceed north along North Helena until the railroad.
- From the intersection North Helena Street and the railroad, proceed northeast along the railroad right of way until North Madelia Street.
- From the intersection of North Madelia Street and East Main Avenue, proceed east along East Main Avenue until North Crestline Street.
- From the intersection of North Crestline Street and East Main Avenue, proceed south along North Crestline Street to East Riverside Avenue.
- From the intersection of East Riverside Avenue and North Crestline Street, proceed east along East Riverside Ave to South Smith Street.
- From the intersection of South Smith Street and East Riverside Avenue, proceed south along South Smith Street to East 1st Ave.

When a street or alley is named, the area boundary is the centerline of the right-of-way including vacant portions unless otherwise specified in the description.

In the case of a conflict between the description of the area and the map, the description shall control.

The above description will hereafter be referred to as the “business improvement district” or “BID.” Businesses, as described in RCW 35.87A.020, real properties (including improvement thereon), multifamily residential, mixed-use projects, shall be subject to special assessments as authorized by RCW 35.87A.010.

4.31C.030 BID Uses and Programs

The special assessment revenues collected on account of the PBIA shall be used for the following component uses and programs:

- A. Clean and Green efforts including district cleanliness, graffiti removal, trash collection, and landscaping.
- B. Neighborhood Beautification, including signage, street tree maintenance, decorative lighting, and streetscape amenities.
- C. District Branding and Marketing, including promotion, advertising, website maintenance, and event assistance.
- D. Safety and Security, including advocacy for increased patrol, crime prevention through design, exploration of security measures and services.
- E. Administration to manage contracting, volunteer coordination and reporting.
- F. Contingency Reserve for unanticipated events or district maintenance needs.

The listing of services is illustrative and not exclusive. All such activities are supplemental to services provided by the City and are not intended to displace any services regularly provided by the City. The estimated initial annual cost of these services is \$58,592.00. Exact services shall be determined by the contract for program management pursuant to SMC 4.31C.090.

4.31C.040 Levy of Special Assessments

To finance the programs set forth in SMC 4.31C.030, there shall be levied and collected an annual special assessment upon the “businesses” and “multifamily residential or mixed-use” projects, as defined in RCW 35.87A.020(3) (including real property improvements thereon) as set forth on the special assessment formula for the PBIA which shall be adopted annually by ordinance and incorporated by this reference as if fully set forth herein.

- A. Special assessments shall be levied based on the classification of the businesses, multifamily residential and mixed-use projects (multi-family residential and commercial within the East Sprague Parking and Business Improvement Area detailed below, using the Spokane County Assessor’s property information (including but not limited to assessed value, taxable value, lot size, and present use) upon Ratepayers within this area.

Properties classified by the Spokane County Tax Assessor’s Office as residential properties with three units or less shall not be assessed. Properties that are located in “Residential Single Family” zoning or “Residential Two Family” zoning and that are also classified by the Spokane County Tax Assessor’s Office as “Residential Undivided” shall not be assessed.

- B. Ratepayers will be assessed by the City of Spokane annually, beginning with the base year of the authorization (2016). Beginning in July 2016 for the initial year, the assessment will be as follows:
1. For properties in Zone 1, the assessment will be 2.5¢ per Lot Square Foot (LSF) plus 60¢ per \$1,000 Total Assessed Value (TAV) based on the 2015 Spokane County records, with a minimum of \$200 per property parcel and a maximum of \$1,000 per property parcel.
 2. For properties within Zone 2, the assessment will be 1.3¢ per LSF plus 30¢ per \$1,000 of TAV based on the 2015 Spokane County records, with a minimum of \$100 per property parcel and a maximum of \$500 per property parcel.
 3. For properties within Zone 3, the assessment will be 0.6¢ per LSF plus 15¢ per \$1,000 TAV based on the 2015 Spokane County records, with a minimum of \$50 per property parcel and a maximum of \$250 per property parcel.
- C. After the first assessment year, the assessments will be applied for the full calendar year beginning in January and the assessment amount shall be adjusted subject to the following conditions:
1. Assessments in the second and third assessment years, as adjusted pursuant to this subsection, shall be based upon the first assessment year.
 - i. For the second assessment year (2017), the assessments will equal the first year assessments multiplied by a CPI Factor that is the lesser of 3% or the percentage change in CPI-U-Spokane between June 2015 and June 2016.
 - ii. For the third assessment year (2018), the assessments will equal the first year assessments multiplied by a CPI Factor that is the lesser of 6% or the percentage change in CPI-U-Spokane between June 2015 and June 2017.
 2. Assessments in the subsequent years will be recalculated using current records of LSF and TAV as maintained by the Spokane County Assessor's 2018 property information and the rates described in SMC 4.31C.040 B.
 - i. For the fourth assessment year, to account for inflation and maintain the equivalent buying power, the assessment rate on LSF will be increased by an Inflationary Factor, which is equal to the percentage change in CPI-U-Spokane since the first assessment year. The TAV rate will remain the same.

- ii. For the fifth assessment year (2020), the assessments will equal the fourth year assessments multiplied by a CPI Factor that is the lesser of 3% or the percentage change in CPI-U-Spokane between June 2018 and June 2019.
 - iii. For the sixth assessment year (2021), the assessments will equal the fourth year assessments multiplied by a CPI Factor that is the lesser of 6% or the percentage change in CPI-U-Spokane between June 2018 and June 2020.
 - 3. For subsequent years, the assessment will continue on this three-year cycle with updates to the value and LSF rate every three years after the first assessment year.
- D. Annual Improvement Area assessments will be determined by the CPI Factor as set forth in SMC 4.31C.040 B., except in the case of new construction, as follows:
- 1. Once a year, current Spokane County Assessor's property data will be compared to Spokane County Assessor's property data from the previous year.
 - 2. If there is an increase in Net Building Square Footage for a parcel, then the East Sprague Business Improvement Area assessment will be calculated using the new Spokane County Assessor's values. No Inflationary Factor shall be assessed on the parcel in the year the change was made. In each subsequent assessment year, the Inflationary Factor shall be limited to the lesser of:
 - i. 3% per year from the year of the change; or
 - ii. The CPI-U-Spokane from January of the year prior to the change to January of the year prior to the assessment year.

New assessments will be invoiced during the next billing cycle.
 - 3. If there is no increase in Net Building Square Footage for a parcel, then assessments in the East Sprague Parking and Business Improvement Area will be calculated as described in SMC 4.31C.040 B and C above. New assessments will be invoiced during the next billing cycle.

4.31C.050 Collection of PBIA Assessments

- A. Except as set forth below in this section, special assessments for the PBIA shall be collected on an annual basis, with payments due on January 20th or the first business day thereafter.
 - 1. A ratepayer may elect to make payment in equal semi-annual installments, the first due on January 20th and the next due on July 20th or the first business day thereafter. For semi-annual payments there shall

- be added to the assessment ten dollars on each payment to provide for administrative expenses.
2. Payment date of the special assessment in the initial year of the formation of the PBIA may be delayed to a specific date as set forth in the ordinance confirming the assessment roll.
- B. A new business or multifamily residential or mixed-used project that locates within the PBIA after a billing cycle commences shall be exempt from PBIA assessment for the remainder of that billing cycle, but may make voluntary payments to the City in lieu of any special assessment that otherwise would have been due.
1. A billing cycle is a twelve-month period beginning each December 20th.
 2. Businesses, multifamily residential and mixed-used projects will not be entitled to PBIA programs, as identified in SMC 4.31C.030, unless they have been assessed pursuant to SMC 4.31C.040 or have made a payment in lieu or assessment pursuant to this section.
- C. Within fifteen days after the January and July due dates for PBIA assessments, the city treasurer shall send a reminder notice to all ratepayers with unpaid assessments.
1. Thirty days after the due date, a delinquency charge shall be added in the amount of ten percent of the assessment, not to exceed one hundred dollars.
 - a. All assessments shall also bear interest at the rate of one percent of the amount of the unpaid assessment for each month, or part thereof, of delinquency.
 - b. The city attorney is authorized to bring an action to collect any unpaid assessments in the Spokane County courts as a civil action, or in the discretion of the Mayor, refer collection to a collection agency.

4.31C.060 BID Fund

- A. There is hereby established by the City the “East Sprague Parking and Business Improvement Area fund” (hereinafter “East Sprague PBIA fund”), which shall be held separate and apart from all other City funds and accounts. The following moneys shall be deposited or credited to the East Sprague PBIA fund:
1. All revenues from special assessments levied under this chapter.
 2. Gifts and donations for the East Sprague PBIA fund.
 3. Moneys for expenditures made from the East Sprague PBIA fund and reimbursements due to the East Sprague PBIA fund.

- 4. Interest and all other income from the investment of East Sprague PBIA fund deposits according to established procedures and policies; and
- B. Expenditures from the East Sprague PBIA fund shall be made upon vouchers drawn by the Mayor, through the city administrator or his designee, and shall be used exclusively for purposes that are consistent with this chapter and chapter 35.87A RCW.

4.31C.070 Administration

The Mayor, through the city administrator, through his or her designee, shall administer the East Sprague PBIA for the City with authority to:

- A. direct the collection of special assessments;
- B. direct any refund of special assessments when overpaid or paid for the same area by more than one ratepayer;
- C. extend the deadline for payment and/or waive delinquency charges and interest whenever the delinquency is a result of a failure by the City to provide a statement of the amount due or nonpayment results from extenuating circumstances beyond the ratepayer's control, such as a casualty loss causing premature closure of the business or bankruptcy;
- D. determine and apply the interest rate for late payments contemplated by SMC 4.31C.050;
- E. execute a contract for the management of BID programs with a business association as described in RCW 35.87A.110 (the "program manager");
- F. after consultation and with the advice of the ratepayer advisory board through the program manager, take such other actions as necessary and appropriate to carry out the program with special assessments; and
- G. upon City Council approval, adopt, publish and enforce rules consistent with this chapter, for carrying out its provisions.

4.31C.080 Ratepayer Advisory Board

- A. Pursuant to RCW 35.87A.110, there is hereby created an East Sprague PBIA advisory board with a minimum of five members or a maximum of seven members, to be known as the "Ratepayer Advisory Board." The ratepayer advisory board shall consist of persons in good standing owning property assessed by the BID or an owner's designated representative or managers of real property. "Persons in good standing" are those ratepayers who are not more than sixty days delinquent on any PBIA assessment unless the ratepayer has

appealed the PBIA assessment and is in the appeal process, in which case the ratepayer retains his or her “in good standing” status through completion of the appeal process.

- B. Board positions are designated by geography, business, and property type to ensure that the PBIA’s interests are well represented and served. To the extent individuals are willing to serve, Ratepayer Advisory Board positions consist of at least one individual representing properties in each of the areas, one through three, and should include property owners or owner’s designated representative or managers of real property and representatives of commercial businesses, nonprofit organizations, residential or mixed-use property, and one current officer of the East Spokane Business Association.

One representative of the program manager shall be a nonvoting, ex officio member of the ratepayer advisory board. The program manager shall provide administrative staff to the ratepayer advisory board.

- C. The initial membership of the ratepayer advisory board shall be nominated by the Mayor and appointed by the City Council; three of which shall serve a two year term and two of which shall serve a one year term. Subsequent appointments shall be made consistent with this subsection.

Each member of the ratepayer advisory board will be elected by property owners, an owner’s designated representative, or managers of real property within the PBIA for a term of two years from the date of election (unless such member is appointed by the ratepayer advisory board to fulfill the remaining unexpired term of a prior member).

1. A subcommittee of ratepayer advisory board members will receive nomination applications and will select a slate of candidates for open ratepayer advisory board positions to be presented at the annual meeting.
2. New ratepayer advisory board members will be elected by a majority vote of ratepayers in good standing who attend the annual meeting. Ratepayers can vote by proxy if they are unable to attend the annual meeting.

- D. The ratepayer advisory board shall:
1. establish and maintain a database which includes a list and classification of all ratepayers;
 2. represent the interests of ratepayers by developing projects, programs, and budgets; proposing assessments; monitoring service delivery; and planning for the future of the BID; and
 3. provide recommendations to the Mayor regarding ratepayer disputes which include adjustment of assessment rates, methods, classification, special benefits, and all matters reasonably related thereto. The ratepayer advisory board shall make recommendations to the program manager on

matters relating to the BID budget, expenditures, and programs for the purpose of monitoring the contract to administer the BID. For the purpose of considering ratepayer disputes, the ratepayer advisory board may act through a committee comprised of ratepayer advisory board members.

4. adopt bylaws, which shall be approved by the City Council, including all subsequent revisions and amendments.

4.31C.090 Contract for Program Management

Pursuant to RCW 35.87A.110, the City shall solicit for and enter into an agreement with an appropriate business association for the purpose of administering and operating the annual PBIA programs through a contract with the City of Spokane as “program manager. The program manager will not be terminated unless:

- A. a suitable successor organization is recommended by a majority of the votes of the ratepayers at their annual meeting weighted by the dollar amount of their BID assessments;
- B. a petition is presented to the City Council signed by ratepayers paying a majority of the BID assessments requests termination and after a public hearing the City Council votes to terminate the contract consistent with the terms of the contract;
- C. the City Council fails to impose special assessments;
- D. pursuant to the program manager contract; or
- E. the BID is disestablished in accordance with RCW 35.87A.180.

4.31C.100 Annual Budget

The ratepayer advisory board shall submit to the City Council through the program manager on or before December 1st of each year a report consisting of:

- A. a statement of the proposed projects, programs and activities to be funded from BID assessments during the ensuing fiscal or calendar year;
- B. the proposed PBIA budget; and
- C. a list of ratepayers, business classifications and the assessment rates necessary for financing the proposed budget.

The City Council, upon receipt of the report may approve, reject, correct, revise, modify and amend the proposed projects, programs and activities, budget and assessment and

thereafter, by ordinance or resolution, approve the activities, budget and assessment as provided or as modified.

4.31C.110 Notices

Notices of assessment, installment payment or delinquency, and all other notices contemplated by this chapter may be sent by first class mail or delivered by the City to the address shown on the records of the city treasurer and, if no address is shown there, to the address shown on the records of the City maintained for business or utility tax purposes. Failure of the ratepayer to receive any mailed notice shall not release the ratepayer from the duty to pay the assessment, or except as authorized by SMC 4.31C.070, from payment on the due date and any delinquency charges.

4.31C.120 Disputes

Any ratepayer, aggrieved by the amount of an assessment, shall request, within sixty days from the date of the assessment, a meeting and/or hearing before the ratepayer advisory board and, if not satisfied with the decision of the ratepayer advisory board, appeal, within ten days from the date of the decision, the matter de novo, to the City hearing examiner in the manner provided for under the City's municipal code.

- A. An appeal to the City hearing examiner shall include a fifty dollar filing fee payable to the City of Spokane.
- B. The hearing examiner has the authority to:
 - 1. classify ratepayers within the types of use under SMC 4.31C.040;
 - 2. determine the square footage of ratepayers for assessment purposes, the rate applicable to a ratepayer when classifications overlap, and resolve ambiguities in the application of rates;
 - 3. determine special benefits, and resolve all matters reasonably related thereto.
- C. In determining a ratepayer's square footage, the hearing examiner may rely on figures supplied by the Spokane County assessor, the ratepayer board and/or a lease agreement without making measurements directly.
- D. When determining a property's value, the hearing examiner may rely upon the records of the Spokane County assessor.

4.31C.130 Severability

If any section, subdivision, part or word of this chapter or any regulation, rule or order adopted pursuant to the authority thereof be determined invalid, it shall not affect the remainder of the chapter, but be confined to the section, subdivision, part or word

directly involved in the controversy with the section, subdivision, part or word severed or stricken.

4.31C.140 Renewal – Termination

- A. To promote continuity in services being provided by the East Sprague PBIA, and to enhance the special benefits supporting the special assessments in the PBIA, the City Council may only terminate the PBIA or repeal chapter 4.31CB SMC by taking legislative action by July 1st to effectuate the termination or repeal for the subsequent year. If the Council does not take such legislative action by July 1st, the PBIA shall continue through the subsequent year.
- B. If by July 1st, the City Council receives a petition signed by businesses and multifamily residential or mixed-use operators within the PBIA which would pay a majority of the special assessments requesting the termination of the PBIA, the City Council shall, after a public hearing, adopt a resolution terminating the PBIA effective January 1st of the subsequent year. The City Clerk, through the City administration, shall verify that the petition signatures represent more than a majority of the businesses and multifamily residential or mixed-use operators within the PBIA which would pay a majority of the special assessments.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

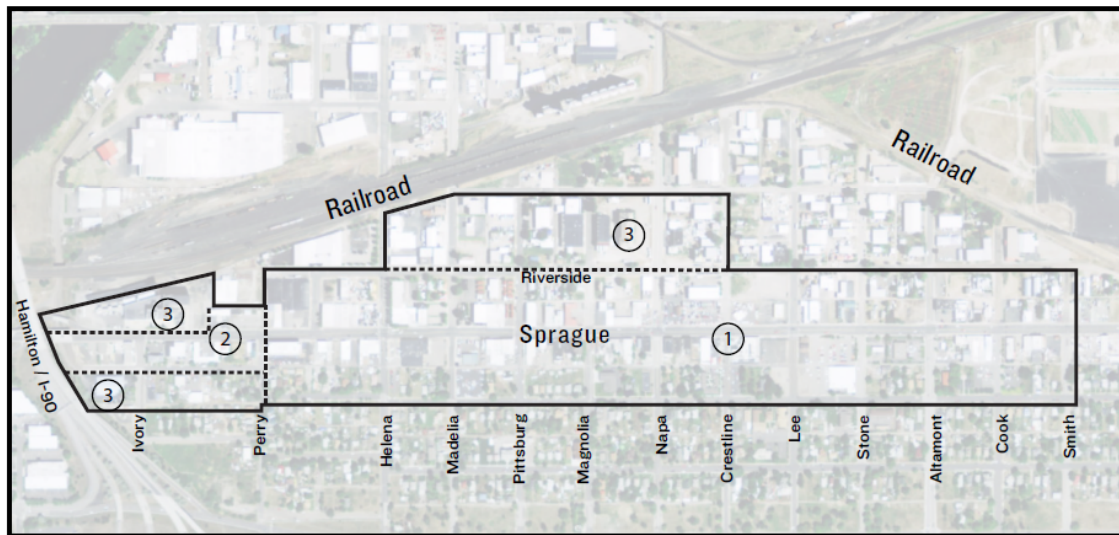
Date

Effective Date

Appendix A. East Sprague Parking and Business Improvement Area Boundaries

East Sprague Business Improvement District

BDS
PLANNING & URBAN DESIGN



Benefit Areas

- ① Corridor
- ② General Commercial
- ③ Industrial



Agenda Sheet for City Council Meeting of:
03/28/2016

Date Rec'd	3/16/2016
Clerk's File #	ORD C35378
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	AMBER 6275	Project #	
Contact E-Mail	AWALDREF@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	AN ORDINANCE RELATING TO THE SPOKANE TRANSPORTATION BENEFIT		

Agenda Wording

An ordinance relating to the Spokane Transportation Benefit District; amending sections 08.16.010, 08.16.060, and 08.16.070 of the Spokane Municipal Code.

Summary (Background)

Public transit service is crucial to the City's future economic success. In 2011, the City formed a transportation benefit district (TBD) to provide a stable and sustainable revenue source for the improvement and maintenance of streets and sidewalks. This ordinance would modify the TBD to allow for transit improvements within the City of Spokane to be funded through additional and alternative revenue sources in the future, while continuing to fund current street maintenance improvements.

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
<u>Dept Head</u>	STUCKART, BEN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	PED 3/21/2016
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	tdunivant@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA		
Additional Approvals			
<u>Purchasing</u>			

ORDINANCE NO. C35378

An ordinance relating to the Spokane Transportation Benefit District; amending sections 08.16.010, 08.16.060, and 08.16.070 of the Spokane Municipal Code.

WHEREAS, public transit service is vitally important to our transportation system and the future economic success of the City of Spokane; and

WHEREAS, the City of Spokane formed a transportation benefit district (TBD) to provide a stable and sustainable revenue source for the improvement and maintenance of streets and sidewalks; and

WHEREAS, the City of Spokane intends to continue existing funding levels for street maintenance and pedestrian projects beyond 2017; and

WHEREAS, a TBD can also, under state law, generate revenues to fund an array of transportation improvements, including the provision, maintenance, and extension of public transit service within the district; and

WHEREAS, the City of Spokane desires to explore the possibility of additional and alternative revenue sources to help enhance public transit service within the City of Spokane.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 08.16.010 of the Spokane Municipal Code is amended as follows:

Section 08.16.010 Purpose

The purpose of this chapter is to establish a transportation benefit district pursuant to and consistent with RCW 35.21.225 and chapter 36.73 RCW, as the city council finds it is in the public interest to provide adequate levels of funding for the purposes of implementing and funding the transportation programs and improvements set forth in this chapter including ongoing transportation improvements of the City as set forth in the six-year pavement maintenance program of the City's 2012-2017 six-year comprehensive street program ~~((and to include))~~ including the allocation of a minimum of ten percent of revenue generated pursuant to chapter 8.16 SMC to implement the pedestrian program of the City's 2012-2017 six-year comprehensive street program, and public transit improvements located within the Spokane City limits.

Section 2. That section 08.16.060 of the Spokane Municipal Code is amended to read as follows:

Section 08.16.060 Transportation Improvements Funded

- A. The funds generated by the TBD may be used for any purpose allowed by law including to operate the TBD and to make ~~((annual))~~ transportation improvements that are consistent with existing state, regional, ~~((or))~~ and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels pursuant to chapter 36.73 RCW. The ~~((funds))~~ transportation improvements funded by the TBD shall be made in an effort to preserve and maintain transportation infrastructure, improve public safety, implement ~~((used specifically for annual improvements for the operation, preservation, and maintenance of the City's existing transportation improvements, facilities, functions, activities, and programs set forth in))~~ the six-year pavement maintenance program element of the City's 2012-2017 six-year comprehensive street program, ~~((a copy of which is attached and to include the allocation of))~~ with at least ten percent of revenue generated by the TBD to be used, pursuant to chapter 8.16 SMC to implement the pedestrian program of the City's 2012-2017 six-year comprehensive street program, and to invest in transit improvements.
- B. The transportation improvements funded by the TBD shall be made in an effort to reduce risk of transportation facility failure and improve safety, decrease travel time, increase daily and peak period trip capacity, enhance public transit service, improve modal connectivity, and preserve and maintain optimal performance of the infrastructure over time to avoid expensive infrastructure replacement in the future.
- C. The transportation improvements funded by the district shall be made on an annual basis not to exceed the six-year time period of the 2012-2017 six-year comprehensive street program. Transportation improvement projects shall be completed on an annual basis as funding is made available. The district shall not be obligated to continue the operation and existence of the district for the full six years if the governing board elects to dissolve the district pursuant to chapter 36.73 RCW.
- D. The TBD projects may be amended in accordance with the material change policy described in SMC 8.16.040 and in accordance with the notice, hearing and other procedures described in chapter 36.73 RCW, including RCW 36.73.050(2)(b), as the same may be amended from time to time.

Section 3. That section 08.16.070 of the Spokane Municipal Code is amended to read as follows:

Section 08.16.070 Dissolution of District

- A. The TBD shall be dissolved when all ~~((transportation improvements associated with the operation, preservation, and maintenance of the City's existing transportation improvements, facilities, functions, activities, and programs set~~

forth in the six-year pavement maintenance program and the pedestrian program of the City's 2012-2017 six-year comprehensive street program have been completed; all)) indebtedness of the district created to accomplish the improvements has been retired and when all of the TBD's anticipated responsibilities have been satisfied.

~~((B. The TBD shall be dissolved at the end of 2015 if the City has not adopted a Pedestrian Master Plan. The action dissolving the TBD shall include the TBD Governing Board instructing the Washington State Department of Licensing to discontinue collecting the annual twenty dollar per vehicle fee effective January 1, 2016. All remaining funds received during 2015 shall be expended on projects previously approved by the TBD Governing Board and the City Council.))~~

B. In addition to the automatic dissolution of the district as set forth above in subsection A, the governing board reserves the right, as set forth in chapter 36.73 RCW, to cause the dissolution of the district for any legal reason, including if a regional transportation district with a funding mechanism is formed pursuant to an interlocal agreement as permitted in RCW 36.73.020.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date