

**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, SEPTEMBER 26, 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](http://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](mailto: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. | Purchase from Consolidated Supply (Spokane, WA) of additional copper pipe at same prices as original bid—\$25,018.39 (incl. tax).<br><b>Dan Kegley</b>                                     | Approve | OPR 2016-0168<br>BID 4220-16 |
| 2. | Purchase Order with Siemens Industry Inc. C/O Branom Instrument Company (Seattle, WA) for flowmeters to be used by the Water Department—\$12,473.82 (incl. tax).<br><b>Dan Kegley</b>      | Approve | OPR 2016-0732<br>BID 4281-16 |
| 3. | Purchase Order with Wilbert Precast Inc. (Spokane, WA) for custom concrete vaults to be used on flowmeter projects—\$17,821.37 (incl. tax).<br><b>Dan Kegley</b>                           | Approve | OPR 2016-0733<br>BID 4279-16 |
| 4. | Extension of Value Blanket with Eljay Oil (Spokane WA) for Lube Products and Miscellaneous Associated Items for the Waste to Energy Facility—\$75,000 (incl. tax).<br><b>Chuck Conklin</b> | Approve | OPR 2014-0870<br>BID 4073-14 |
| 5. | Extension of Value Blanket with Graymont Western US Inc., (Salt Lake City, UT) for High Calcium Quicklime—\$1,532,670 (incl. tax). <b>Chuck Conklin</b>                                    | Approve | OPR 2014-0871<br>BID 4064-14 |



- |     |   |                                   |                              |
|-----|---|-----------------------------------|------------------------------|
| 6.  | Contract Amendment #B with Spokane Neighborhood Action Partners for the Essential Home Repair program—\$100,000 CDBG funds. Total contract amount: \$670,418.<br><b>Paul Trautman</b>   | Approve                           | OPR 2016-0190                |
| 7.  | Purchase of 4,400 LED replacement lamps from Consolidated Electrical Distributors (Spokane, WA) for City Hall—\$65,763.50. This is related to an ongoing Avista rebate program.<br><b>David Steele</b>  | Approve                           | OPR 2016-0734                |
| 8.  | Contract Extension with Alternative Service Concepts, LLC, (Nashville TN), for liability claims administration from November 1, 2016 through October 31, 2018—\$293,652 for the first year, with a 3% increase the second year. Total contract amount: \$596,112.96.<br><b>Tim Dunivant</b> | Approve                           | OPR 2013-0681<br>BID 3939-13 |
| 9.  | Contract Renewal with Olin Corporation/DBA Olin Chlor Alkali Products (Tracy, CA) to supply Sodium Hypochlorite to the Riverside Park Water Reclamation Facility from August 1, 2016 through July 31, 2017—\$212,788.13 (incl. tax).<br><b>Mike Cannon</b>                                  | Approve                           | OPR 2016-0735<br>BID 3956-13 |
| 10. | Contract Renewal with Two Rivers Terminal, LLC (Pasco, WA) to supply Sodium Bisulfite to the Riverside Park Water Reclamation Facility from August 15, 2016 through August 14, 2017—\$183,703 (incl. tax).<br><b>Mike Cannon</b>  | Approve                           | OPR 2016-0736                |
| 11. | Contract Amendment with Sunvek, LLC (Elk, WA) for roof repair and restoration of all seams on the Lincoln Heights Reservoir #1 roof—\$22,415.32 (incl. tax).<br><b>Jim Sakamoto</b>   | Approve                           | OPR 2016-0371<br>BID 4189-15 |
| 12. | Interlocal Agreement with Spokane County Fire District #10 for use of the City Opticom Traffic Signal Preemption System for Emergency Vehicles.<br><b>David Stockdill</b>   | Approve                           | OPR 2016-0737                |
| 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 &<br>Authorize<br>Payment | CPR 2016-0002                |
| 14. | City Council Meeting Minutes: _____, 2016.  | Approve<br>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)

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## **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.

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## **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)

**NO BOARDS AND COMMISSIONS APPOINTMENTS**

**ADMINISTRATIVE REPORT**

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## **COUNCIL COMMITTEE REPORTS**

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

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## **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 ORDINANCE

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance No. C35436 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:

My Spokane

FROM: Interfund Other General Gov't Services, \$95,386,

TO: Various Accounts, same amount;

(This action creates one Clerk II (from 0 to 1 position) and four Customer Service Specialists (from 0 to 4 positions) for the 311 Program.) **Carly Cortright**

## NO EMERGENCY ORDINANCES

### RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2016-0075 Calling for the updating of City policies to implement the anti-harassment policy recommendations contained in the Seabold Group report. (Deferred from September 19, 2016, Agenda)

**Council Member Stratton**

RES 2016-0076 Recognizing the Central City Line Strategic Overlay Plan as a guide for future policy development and potential regulatory implementation measures. (Various Neighborhoods)

**Andrew Worlock**

## NO FINAL READING ORDINANCES

### FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35438 Relating to the Community Housing and Human Services Board; amending SMC section 4.34.020.

**Rob Crow**

FURTHER ACTION DEFERRED

## NO SPECIAL CONSIDERATIONS

### HEARINGS

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

#### RECOMMENDATION

- |     |   |                                     |
|-----|---|-------------------------------------|
| H1. | a. Hearing on vacation of Oak Street from the south line of 4th Avenue to the north line of 5th Avenue as requested by Avista. (Riverside Neighborhood)   | Approve<br>Subject to<br>Conditions |
|     | b. First Reading Ordinance C35439 vacating Oak Street from the south line of 4th Avenue to the north line of 5th Avenue.  | Further<br>Action<br>Deferred       |
|     |   | ORD C35439                          |
|     | <b>Eldon Brown</b>  |                                     |
| H2. | a. Ordinance C35437 amending Section 4 of Ordinance C35309, relating to the terms of a Development Agreement that was required as a condition of the approval of APPLICATION #Z1400064COMP, amending the Land Use Plan Map of the City's Comprehensive Plan from "Residential 4-10" to "CC Core" for .031 acres (13,800 square feet) located at 1414 E. 10 <sup>th</sup> Avenue and 1415 E. 11 <sup>th</sup> Avenue; and amending the Zoning Map from "Residential Single Family" (RSF) to "Centers & Corridors, Type 1, Neighborhood Center (CC1-NC)." (East Central Neighborhood) | Pass on<br>Roll Call<br>Vote        |
|     | a. Resolution 2016-0077 approving a Development Agreement between the City and CCRC LLC, a Washington Limited Liability Company, relating to Ordinance C35309 approving a comprehensive plan amendment application.   | Adopt on<br>Roll Call<br>Vote       |
|     |   | RES 2016-0077                       |

**Teri Stripes**

**Motion to Approve Advance Agenda for September 26, 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 September 26, 2016, Regular Legislative Session of the City Council is adjourned to October 3, 2016.

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## **NOTES**



**Agenda Sheet for City Council Meeting of:**  
09/26/2016

<b>Date Rec'd</b>	9/12/2016
<b>Clerk's File #</b>	OPR 2016-0168
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	4220-16
<b>Requisition #</b>	18197

<b>Submitting Dept</b>	WATER & HYDROELECTRIC SERVICES
<b>Contact Name/Phone</b>	DAN KEGLEY X7821
<b>Contact E-Mail</b>	DKEGLEY@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	4100 - WATER DEPT PURCHASE OF ADDITIONAL COPPER PIPE

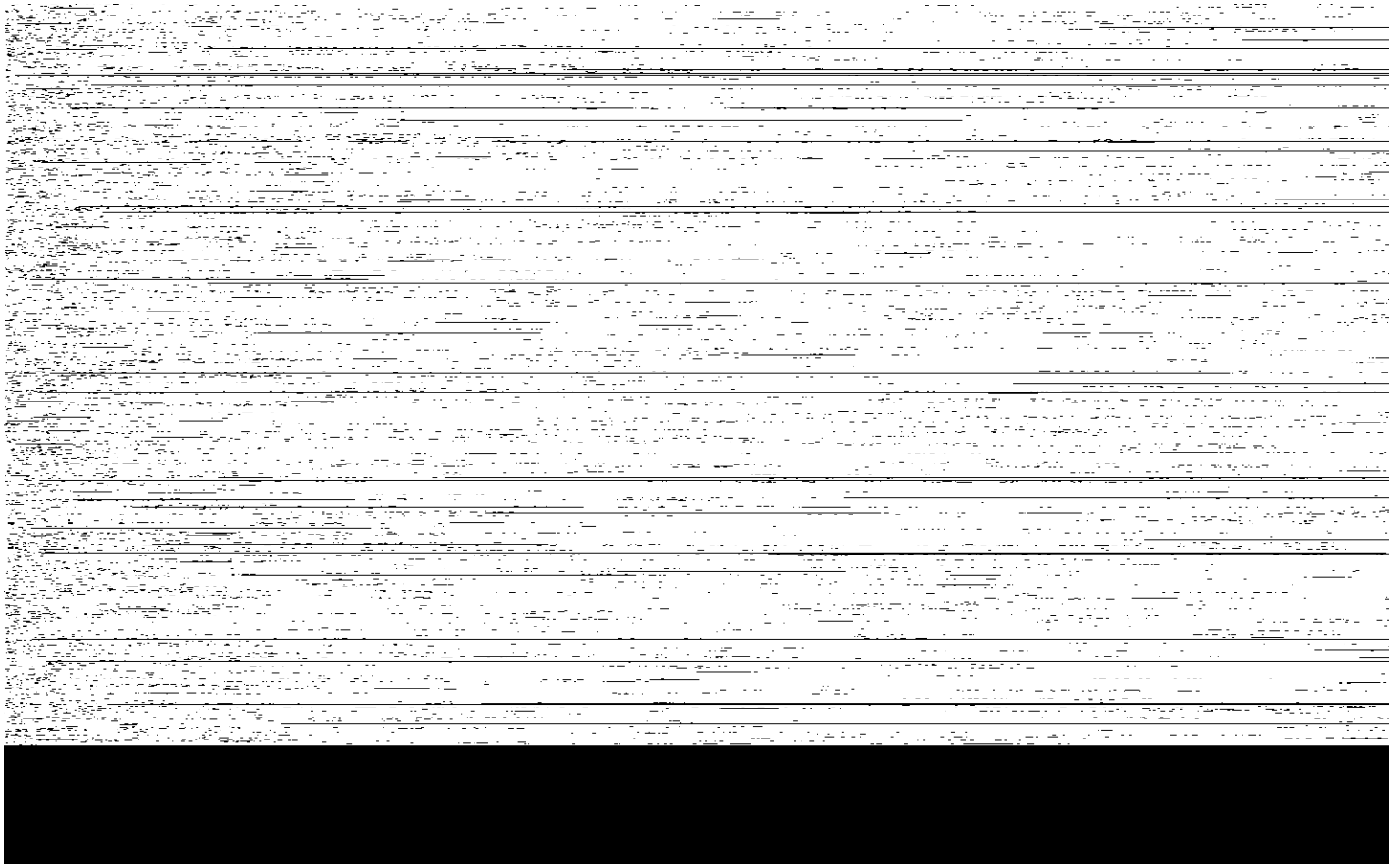
**Agenda Wording**

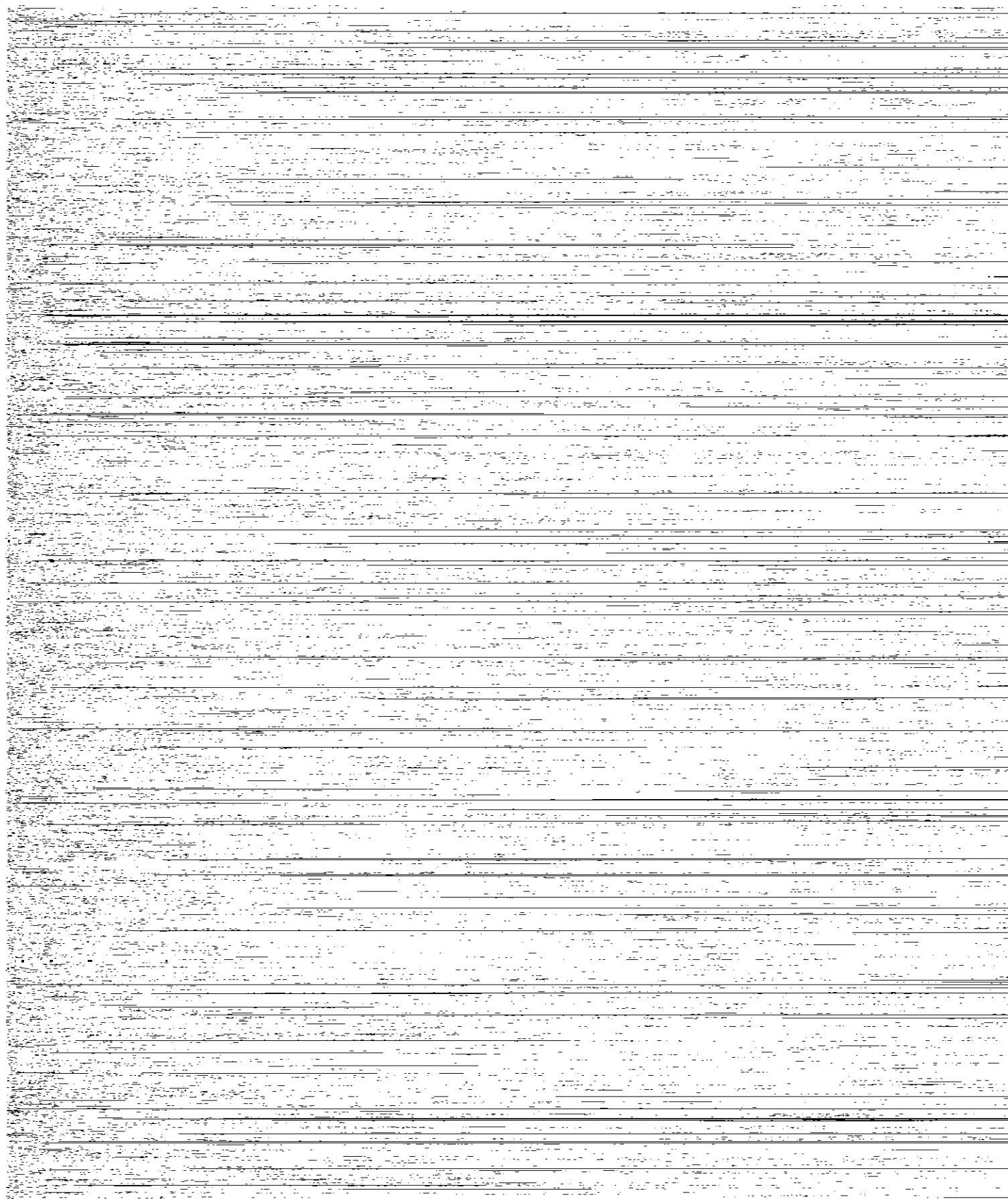
Purchase of additional copper pipe at Spring Bid prices from Consolidated Supply (Spokane, WA) per low bid meeting specifications valued at \$25,018.39 including tax.

**Summary (Background)**

Sealed bids (4220-16) were opened on 1/25/2016 to provide the Water Department with products required for the 2016 season. Copper pipe was awarded to Consolidated Supply as the low, responsive bidder. Due to an unanticipated increase in the volume of new taps and lead service replacements, additional copper pipe is required to complete this construction season.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Expense	\$ 25,018.39	#	4100-42440-94000-56595-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	KEGLEY, DANIEL	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	PWC 2/22/2016
<b><u>Finance</u></b>	KECK, KATHLEEN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	TPRINCE@SPOKANECITY.ORG	
<b><u>For the Mayor</u></b>	WHITNEY, TYLER	SJOHNSON@SPOKANECITY.ORG	
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>	WAHL, CONNIE		







**BRIEFING PAPER**  
**Public Works Committee**  
**Water Department**  
**February 22, 2016**

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**Subject**

Purchase of Miscellaneous Waterworks Products (Bid 668-16, Bid 4220-16, and Bid 4221-16)

**Bid 668-16**

- (a) **White Block Company** (Spokane, WA) for Concrete Products; \$24,720.00 including tax.

**Bid 4220-16**

- (a) **Consolidated Supply Company** (Spokane Valley, WA) for Items - #4 Dresser Couplings; #8 Copper Pipe; #9 DITJ Pipe with TJ Gaskets; #11 Service Saddles; \$189,152.90 including tax.
- (b) **Ferguson Enterprises** (Spokane, WA) for Items - #2 Clamps; #5 Ductile Iron MJ Fittings; #12 Valves; \$164,192.90 including tax.
- (c) **HD Supply Waterworks** (Spokane, WA) for Items - #1 Brass Fittings; #3 Compression Brass Fittings; #7 Megalugs; #13 Butterfly Valves; #14 Coiled Pit Setter Meter Box; \$585,163.07 including tax.
- (d) **HD Fowler Company** (Spokane, WA) for Items - #10 HDPE Poly Pipe; #15 All Thread, \$2,975.45 including tax.
- (e) **M & L Supply Company** (Spokane, WA) for Item - #6 Galvanized Fittings; \$896.87 including tax.

**Bid 4221-16**

- (a) **EJ USA, Inc.** (East Jordan, MI) for Item - #3 Manhole Rings & TNR Lids; \$18,044.20 including tax.
- (b) **Ferguson Enterprises** (Spokane, WA) for Items - #1 Valve Box Sections & Lids; #2 Service (Curb) Boxes & lids; \$32,400.97 including tax.

**Background**

On Monday January 25<sup>th</sup> 2016 (Bid 668-16, Bid 4220-16, and Bid 4221-16) were opened to provide the Water Department with Miscellaneous Waterworks Products. Numerous Responses were received with different companies being the low bidder on different items. It is the Water Department's desire to split the bids and award items to the various bidders as detailed above. Total estimated purchases: \$1,004,421.01 including tax.

**Impact**

These purchases will result in the Water Department being able to provide water service connections for new construction in 2016 and to replace older connections that are discovered through leakage tests and other means.

**Action**

Recommend approval

**Funding**

All funding for this purchase will be from the Water Department Funds.

Bld #4220-16		HD FOWLER CO 8625 E. SHARP SPOKANE WA 98212		FERGUSON ENTERPRISES 2304 N DOLLAR RD SPOKANE WA 99212		HD SUPPLY WATERWORKS 1215 N BRADLEY RD. SPOKANE, WA 99212-1184		CONSOLIDATED SUPPLY 305 N LAKE SPOKANE VALLEY WA 99212		
ITEM	QTY	DESCRIPTION	UNIT PRICE FORD	TOTAL	UNIT PRICE FORD	TOTAL	UNIT PRICE FORD	TOTAL	UNIT PRICE AYMCDONALD	TOTAL
1	5	BRASS FITTINGS VALVE BALL 1/2" PXP	\$ 11.64	\$58.20	\$ 20.54	\$102.70	11.72	\$58.60	\$ 11.90	\$59.50
				\$0.00		\$0.00		\$0.00		\$-
	5	VALVE BALL 3/4" PXP	\$ 19.21	\$96.05	\$ 30.77	\$153.85	18.78	\$93.90	\$ 19.65	\$98.25
				\$0.00		\$0.00		\$0.00		\$-
	5	VALVE BALL 1" PXP	\$ 24.19	\$120.95	\$ 37.29	\$186.45	23.76	\$118.80	\$ 24.73	\$123.65
				\$0.00		\$0.00		\$0.00		\$-
	5	VALVE BALL 1-1/2" PXP	\$ 51.81	\$259.05	\$ 91.92	\$459.60	49.85	\$249.250	\$ 52.95	\$264.75
				\$0.00		\$0.00		\$0.00		\$-
	5	VALVE BALL 2" PXP	\$ 61.78	\$308.90	\$ 115.80	\$579.00	59.06	\$295.300	\$ 63.14	\$315.70
				\$0.00		\$0.00		\$0.00		\$-
	200	BUSHING, 1" (MIP) X 3/4" (FIP)	\$ 3.20	\$640.00	\$ 3.17	\$634.00	3.67	\$734.000	\$-	\$-
				\$0.00		\$0.00		\$0.00		\$-
	10	BUSHING, 1-1/2" (MIP) X 1" (FIP)	\$ 12.96	\$129.60	\$ 12.82	\$128.20	14.86	\$148.600	\$-	\$-
				\$0.00		\$0.00		\$0.00		\$-
	10	BUSHING, 2" (MIP) X 1" (FIP)	\$ 12.51	\$125.10	\$ 12.38	\$123.80	14.35	\$143.500	\$-	\$-
				\$0.00		\$0.00		\$0.00		\$-
10	BUSHING, 2"(MIP) X 1-1/2" (FIP)	\$ 12.48	\$124.80	\$ 12.35	\$123.50	14.31	\$143.100	\$-	\$-	
			\$0.00		\$0.00		\$0.00		\$-	
5	CURB STOP, PXP (F) BALL 3/4"	\$ 33.49	\$167.45	\$ 33.14	\$165.70	33.25	\$166.250	\$ 33.78	\$168.80	
			\$0.00		\$0.00		\$0.00		\$-	
5	CURB STOP, PXP (F) BALL 1"	\$ 52.07	\$260.35	\$ 51.51	\$257.55	51.50	\$257.500	\$ 52.46	\$262.30	
			\$0.00		\$0.00		\$0.00		\$-	
5	CURB STOP, PXP (F) BALL 1-1/2"	\$ 106.81	\$533.05	\$ 105.47	\$527.35	106.00	\$530.000	\$ 107.42	\$537.10	
			\$0.00		\$0.00		\$0.00		\$-	
5	CURB STOP, PXP (F) BALL 2"	\$ 155.92	\$779.60	\$ 154.26	\$771.30	155.00	\$775.000	\$ 157.11	\$785.55	
			\$0.00		\$0.00		\$0.00		\$-	
5	PLUG, BRASS TAPERED CC 1/2"	\$ 9.00	\$30.00	\$ 14.80	\$74.00	13.70	\$68.500	\$ 11.21	\$56.05	
			\$0.00		\$0.00		\$0.00		\$-	
5	PLUG, BRASS TAPERED CC 3/4"	\$ 8.00	\$30.00	\$ 7.29	\$36.45	7.77	\$38.850	\$ 5.52	\$27.60	
			\$0.00		\$0.00		\$0.00		\$-	
5	PLUG, BRASS TAPERED CC 1"	\$ 9.60	\$48.00	\$ 10.61	\$53.05	10.39	\$51.950	\$ 8.04	\$40.20	
			\$0.00		\$0.00		\$0.00		\$-	
5	PLUG, BRASS TAPERED CC 1-1/4"	\$ 20.50	\$102.50	\$ 23.35	\$116.75	20.46	\$102.300	\$ 17.89	\$88.45	
			\$0.00		\$0.00		\$0.00		\$-	
5	PLUG, BRASS TAPERED CC 1-1/2"	\$ 22.00	\$110.00	\$ 23.80	\$119.00	20.82	\$104.100	\$ 18.03	\$90.15	
			\$0.00		\$0.00		\$0.00		\$-	
5	PLUG, BRASS TAPERED CC 2"	\$ 27.00	\$135.00	\$ 30.86	\$154.30	26.40	\$132.000	\$ 23.38	\$116.90	
			\$0.00		\$0.00		\$0.00		\$-	
5	VALVE GATE BRASS WT 1/2"	\$ 8.54	\$42.70	\$ 8.07	\$40.35	5.51	\$27.550	\$ 5.26	\$26.30	
			\$0.00		\$0.00		\$0.00		\$-	
5	VALVE GATE BRASS WT 3/4"	\$ 10.10	\$50.50	\$ 9.56	\$47.80	7.42	\$37.100	\$ 7.09	\$35.45	
			\$0.00		\$0.00		\$0.00		\$-	
5	VALVE GATE BRASS WT 1"	\$ 15.84	\$79.20	\$ 15.00	\$75.00	11.85	\$59.250	\$ 10.63	\$53.15	
			\$0.00		\$0.00		\$0.00		\$-	
5	VALVE GATE BRASS WT 1-1/4"	\$-	\$0.00	\$ 15.65	\$78.25	16.58	\$82.900	\$ 14.97	\$74.85	
			\$0.00		\$0.00		\$0.00		\$-	
5	VALVE GATE BRASS WT 2"	\$-	\$0.00	\$ 30.64	\$153.20	29.58	\$147.900	\$ 27.29	\$136.45	
			\$0.00		\$5161.15		\$4566.20		\$3361.15	
TOTAL ITEM 1				\$4,231.00						
2	CLAMPS		ROMAC		ROMAC		ROMAC		ROMAC	
	20	CLAMPS, HYDRO REPAIR - C16"x12"	\$ 107.91	\$2,158.20	\$ 106.70	\$2,134.00	106.75	\$2,135.00	107.21	\$2,144.20
				\$0.00		\$0.00		\$0.00		\$-
	5	CLAMPS, HYDRO REPAIR - C18"x12"	\$ 127.10	\$635.50	\$ 125.75	\$628.75	125.75	\$628.75	126.26	\$631.30
				\$0.00		\$0.00		\$0.00		\$-
	5	CLAMPS, BELL JOINT REPAIR 4"	\$ 102.79	\$513.95	\$ 101.70	\$508.50	102.60	\$513.00	102.11	\$510.55
			\$0.00		\$0.00		\$0.00		\$-	
20	CLAMPS, BELL JOINT REPAIR 6"	\$ 117.07	\$2,341.40	\$ 116.34	\$2,326.80	116.95	\$2,339.00	116.88	\$2,339.60	
			\$0.00		\$0.00		\$0.00		\$-	
5	CLAMPS, BELL JOINT REPAIR 10"	\$ 204.45	\$1,022.25	\$ 202.27	\$1,011.35	203.00	\$1,015.00	203.09	\$1,015.45	
			\$0.00		\$0.00		\$0.00		\$-	





50	ELBOW, 1" C-COMP X FIP	\$ 22.57	\$ 1,126.50	\$ 22.31	\$ 1,115.50	22.12	\$ 1,108.00	\$ 22.75	\$ 1,137.50
5	ELBOW, 1-1/2" C-COMP X FIP	\$ 57.15	\$ 285.75	\$ 56.54	\$ 282.70	56.49	\$ 282.45	\$ 57.59	\$ 287.95
30	ELBOW, 2" C-COMP X FIP	\$ 81.71	\$ 2,451.30	\$ 80.83	\$ 2,424.90	84.99	\$ 1,949.70	\$ 82.33	\$ 2,469.90
30	ELBOW, 3/4" COPPER - COPPER 90 DEG COMP	\$ 15.36	\$ 460.80	\$ 15.20	\$ 458.00	14.35	\$ 430.50	\$ 15.47	\$ 464.10
50	ELBOW, 1" COPPER - COPPER 90 DEG COMP	\$ 19.72	\$ 986.00	\$ 19.51	\$ 975.50	18.41	\$ 920.50	\$ 19.90	\$ 995.00
5	ELBOW, 1-1/2" COPPER - COPPER 90 DEG COMP	\$ 63.35	\$ 316.75	\$ 62.67	\$ 313.35	62.50	\$ 312.50	\$ 63.84	\$ 319.20
50	ELBOW, 2" COPPER - COPPER 90 DEG COMP	\$ 128.17	\$ 6,409.50	\$ 126.74	\$ 6,337.00	126.40	\$ 6,320.00	\$ 129.16	\$ 6,458.00
20	TEE, BRASS 2"X2"X1" C-COMP X C-COMP X FIP	\$ 98.50	\$ 1,870.00	\$ 111.12	\$ 2,222.40	78.58	\$ 1,571.60	\$ 77.64	\$ 1,552.80
TOTAL ITEM 3			\$ 161,326.27		\$ 149,876.49		\$ 146,456.17		\$ 146,917.26
4	DRESSER COUPLINGS								
4	6" CAST IRON X 6" OD STEEL	\$ 91.42	\$ 365.88	94.25	\$ 377.00	90.54	\$ 362.16	\$ 70.06	\$ 280.24
TOTAL ITEM 4			\$ 365.88		\$ 377.00		\$ 362.16		\$ 280.24
5	DUCTILE IRON MJ FITTINGS- COMPACT STYLE WITHOUT ACCESSORIES								
5	BEND, MJ/BXB 11-1/4 6"	\$ 49.43	\$ 247.15	\$ 47.90	\$ 239.50	47.90	\$ 239.50	\$ 48.87	\$ 244.35
10	BEND, MJ/BXB 45 DI 4"	\$ 32.42	\$ 324.20	\$ 31.42	\$ 314.20	31.42	\$ 314.20	\$ 32.06	\$ 320.60
20	BEND, MJ/BXB 45 DI 6"	\$ 52.08	\$ 1,041.60	\$ 50.47	\$ 1,009.40	50.47	\$ 1,009.40	\$ 51.50	\$ 1,030.00
6	BEND, MJ/BXB 45 DI 10"	\$ 111.08	\$ 666.48	\$ 107.64	\$ 645.84	107.64	\$ 645.84	\$ 109.83	\$ 658.98
16	BEND, MJ/BXB 45 DI 12"	\$ 165.82	\$ 2,853.12	\$ 160.68	\$ 2,570.88	160.68	\$ 2,570.88	\$ 163.96	\$ 2,623.36
4	BEND, MJ/BXB 45 DI 16"	\$ 325.26	\$ 1,301.64	\$ 315.18	\$ 1,260.72	314.67	\$ 1,258.68	\$ 321.61	\$ 1,286.44
2	BEND, MJ/BXB 45 DI 18"	\$ 466.93	\$ 933.26	\$ 403.88	\$ 807.76	451.66	\$ 903.32	\$ 461.40	\$ 922.80
2	BEND, MJ/BXB 45 DI 30"	\$ 1,538.93	\$ 3,077.26	\$ 1,490.93	\$ 2,981.86	1,490.41	\$ 2,980.82	\$ 1,521.35	\$ 3,042.70
2	BEND, MJ/BXB 45 DI 36"	\$ 2,249.76	\$ 4,499.52	\$ 1,947.18	\$ 3,894.36	2,179.48	\$ 4,358.96	\$ 2,224.48	\$ 4,448.96
5	BEND, MJ/BXB 90 DI 4"	\$ 39.32	\$ 196.60	\$ 38.11	\$ 190.55	38.11	\$ 190.55	\$ 38.89	\$ 194.45
4	BEND, MJ/BXB 45 DI 12"	\$ 196.84	\$ 786.56	\$ 190.55	\$ 762.20	190.55	\$ 762.20	\$ 194.43	\$ 771.72
10	CONNECTION, FLX MJ ADAPTER DI 4"	\$ 37.20	\$ 372.00	\$ 36.05	\$ 360.50	36.05	\$ 360.50	\$ 36.79	\$ 367.90
10	CONNECTION, FLX MJ ADAPTER DI 6"	\$ 51.55	\$ 515.50	\$ 49.96	\$ 499.60	49.96	\$ 499.60	\$ 50.87	\$ 509.70
10	CONNECTION, FLX MJ ADAPTER DI 8"	\$ 78.13	\$ 781.30	\$ 75.71	\$ 757.10	75.71	\$ 757.10	\$ 77.25	\$ 772.50
2	CONNECTION, FLX MJ ADAPTER DI 30"	\$ 1,305.95	\$ 2,611.70	\$ 1,265.36	\$ 2,530.72	1,264.84	\$ 2,529.68	\$ 1,291.18	\$ 2,582.36
3	CONNECTION, FLX MJ ADAPTER DI 36"	\$ 1,871.34	\$ 5,614.02	\$ 1,813.32	\$ 5,438.96	1,812.80	\$ 5,438.40	\$ 1,850.33	\$ 5,550.99
1	CROSS, DIMJ 16"X16"X6"X6"	\$ 500.12	\$ 500.12	\$ 484.62	\$ 484.62	484.10	\$ 484.10	\$ 494.50	\$ 494.50
2	PLUG, DIMJ TAPPED 2" 36"	\$ 1,670.44	\$ 3,340.88	\$ 1,616.65	\$ 3,233.30	1,616.13	\$ 3,236.26	\$ 1,651.68	\$ 3,303.36
1	REDUCER, DIMJ B 10" X 6"	\$ 70.15	\$ 70.15	\$ 67.98	\$ 67.98	67.98	\$ 67.98	\$ 69.38	\$ 69.38
3	REDUCER, MJXSP SEB 12"X6"	\$ 130.21	\$ 390.63	\$ 126.18	\$ 378.54	126.18	\$ 378.54	\$ 128.75	\$ 386.25
1	REDUCER, MJXSP LEB DI 8"X6"	\$ 53.68	\$ 53.68	\$ 52.02	\$ 52.02	52.02	\$ 52.02	\$ 53.08	\$ 53.08
2	REDUCER, MJXSP LEB 12" X 8"	\$ 124.36	\$ 248.72	\$ 120.51	\$ 241.02	120.51	\$ 241.02	\$ 122.87	\$ 245.94
			\$ 0.00		\$ 0.00		\$ 0.00		\$ -



	1	REDUCER MJXFL 6"X4"	\$ 165.82	\$ 165.82	\$ 108.87	\$ 108.87	\$ 160.88	\$ 110.89	\$ 110.89	\$ 110.89	\$ -
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	3	SLEEVE, DIMJ COMPACT 6"X6"	\$ 43.58	\$ 43.58	\$ 42.23	\$ 42.23	\$ 126.89	\$ 42.23	\$ 43.09	\$ 43.09	\$ 129.27
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	3	SLEEVE, DIMJ SOLID 4"X12"	\$ 34.55	\$ 34.55	\$ 33.48	\$ 33.48	\$ 100.44	\$ 33.48	\$ 34.16	\$ 34.16	\$ 102.48
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	130	SLEEVE, DIMJ SOLID 6" X 12"	\$ 56.75	\$ 56.75	\$ 56.14	\$ 56.14	\$ 7,298.20	56.14	\$ 57.28	\$ 57.28	\$ 7,446.40
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	10	SLEEVE, DIMJ SOLID 8" X 12"	\$ 95.14	\$ 95.14	\$ 92.19	\$ 92.19	\$ 921.90	92.19	\$ 94.07	\$ 94.07	\$ 940.70
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	4	SLEEVE, DIMJ SOLID 30"X24"	\$ 1,247.91	\$ 1,247.91	\$ 1,209.22	\$ 1,209.22	\$ 4,836.88	1,208.71	\$ 1,233.99	\$ 1,233.99	\$ 4,935.96
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	2	SLEEVE, DIMJ COMPACT DP CUTTING-IN MJXFL 6"X10"	\$ -	\$ -	\$ 223.00	\$ 223.00	\$ 448.00	\$ 599.28	\$ 239.79	\$ 239.79	\$ 479.58
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	2	TEE, DIMJ 6"X6"X4"	\$ 86.63	\$ 86.63	\$ 83.95	\$ 83.95	\$ 167.90	83.95	\$ 85.66	\$ 85.66	\$ 171.32
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	15	TEE, DIMJ 6"X6"X6"	\$ 93.01	\$ 93.01	\$ 90.13	\$ 90.13	\$ 1,351.95	90.13	\$ 91.86	\$ 91.86	\$ 1,379.40
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	2	TEE, DIMJ 8"X8"X4"	\$ 100.45	\$ 100.45	\$ 97.34	\$ 97.34	\$ 194.68	97.34	\$ 99.32	\$ 99.32	\$ 108.64
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	2	TEE, DIMJ 8"X8"X6"	\$ 115.86	\$ 115.86	\$ 112.27	\$ 112.27	\$ 224.54	112.27	\$ 114.56	\$ 114.56	\$ 228.12
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	2	TEE, DIMJ 8"X8"X8"	\$ 139.78	\$ 139.78	\$ 135.45	\$ 135.45	\$ 270.90	135.45	\$ 138.21	\$ 138.21	\$ 276.42
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	1	TEE, DIMJ 10"X10"X4"	\$ 154.12	\$ 154.12	\$ 149.35	\$ 149.35	\$ 149.35	149.35	\$ 152.40	\$ 152.40	\$ 152.40
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	2	TEE, DIMJ 10"X10"X8"	\$ 174.86	\$ 174.86	\$ 169.44	\$ 169.44	\$ 338.88	169.44	\$ 172.89	\$ 172.89	\$ 345.78
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	2	TEE, DIMJ 12"X12"X6"	\$ 188.68	\$ 188.68	\$ 182.83	\$ 182.83	\$ 365.66	182.83	\$ 186.56	\$ 186.56	\$ 373.12
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	2	TEE, DIMJ 12"X12"X12"	\$ 279.03	\$ 279.03	\$ 270.38	\$ 270.38	\$ 540.76	270.38	\$ 275.89	\$ 275.89	\$ 551.78
	TOTAL ITEM 5		\$ 47,666.09	\$ 47,666.09	\$ 46,170.03	\$ 46,170.03	\$ 46,928.20		\$ 47,709.68	\$ 47,709.68	
6	GALVANIZED FITTINGS										
	10	BUSHINGS, 2" X 1-1/2"	\$ 6.44	\$ 6.44	\$ 6.56	\$ 6.56	\$ 65.60	6.52	\$ 61.70	\$ 61.70	\$ -
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	20	COUPLINGS, GALV COMMON 3/4"	\$ 2.49	\$ 2.49	\$ 2.54	\$ 2.54	\$ 50.40	2.52	\$ 47.60	\$ 47.60	\$ -
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	10	COUPLINGS, GALV COMMON 1"	\$ 4.09	\$ 4.09	\$ 4.16	\$ 4.16	\$ 41.60	4.14	\$ 39.10	\$ 39.10	\$ -
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	10	COUPLINGS, GALV COMMON 1-1/4"	\$ 5.77	\$ 5.77	\$ 5.87	\$ 5.87	\$ 58.70	5.83	\$ 55.20	\$ 55.20	\$ -
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	10	COUPLINGS, GALV REDUCER 1-1/4"X1"	\$ 5.93	\$ 5.93	\$ 6.03	\$ 6.03	\$ 60.30	6.00	\$ 56.70	\$ 56.70	\$ -
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	10	COUPLINGS GALV REDUCER 1-1/2"X1"	\$ 7.81	\$ 7.81	\$ 7.93	\$ 7.93	\$ 78.30	7.89	\$ 74.60	\$ 74.60	\$ -
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	10	COUPLINGS GALV REDUCER 2"X1-1/2"	\$ 10.65	\$ 10.65	\$ 10.82	\$ 10.82	\$ 108.20	10.77	\$ 101.80	\$ 101.80	\$ -
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	10	ELBOW, GALV COMMON 90 1-1/2"	\$ 6.93	\$ 6.93	\$ 7.06	\$ 7.06	\$ 70.60	7.01	\$ 66.20	\$ 66.20	\$ -
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	20	ELBOW, GALV ST 90 3/4"	\$ 3.25	\$ 3.25	\$ 3.31	\$ 3.31	\$ 66.20	3.29	\$ 34.60	\$ 34.60	\$ -
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	5	NIPPLE, GALV 1/2" X CLOSE	\$ 0.75	\$ 0.75	\$ 0.84	\$ 0.84	\$ 4.20	0.74	\$ 26.50	\$ 26.50	\$ -
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	20	NIPPLE, GALV 3/4" X CLOSE	\$ 0.90	\$ 0.90	\$ 1.01	\$ 1.01	\$ 20.20	0.89	\$ 20.20	\$ 20.20	\$ -
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	10	NIPPLE, GALV 3/4" X 2-1/2"	\$ 1.08	\$ 1.08	\$ 1.21	\$ 1.21	\$ 12.10	1.07	\$ 12.10	\$ 12.10	\$ -
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	10	NIPPLE, GALV 2" X 8"	\$ 5.59	\$ 5.59	\$ 6.16	\$ 6.16	\$ 61.60	5.45	\$ 62.40	\$ 62.40	\$ -
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	20	PLUG, GALV 3/4"	\$ 2.20	\$ 2.20	\$ 2.23	\$ 2.23	\$ 44.80	0.76	\$ 15.20	\$ 15.20	\$ -
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
	40	PLUG, GALV 2"	\$ 6.13	\$ 6.13	\$ 6.24	\$ 6.24	\$ 249.60	6.20	\$ 248.00	\$ 248.00	\$ -
	TOTAL ITEM 6		\$ 968.65	\$ 968.65	\$ 993.60	\$ 993.60	\$ 993.60		\$ 947.76	\$ 947.76	\$ 936.30
7	MEGALUGFIELD, LOK GASKETS										

EBBA MEGALUGGLAND BOXED KITS W/ STANDARD MJ GASKETS - DSC									
100	4"	\$ 27.37	\$ 2,737.00	\$ 26.50	\$ 2,650.00	26.25	\$ 2,625.00	26.26	\$ 2,626.00
600	6"	\$ 34.05	\$ 20,430.00	\$ 33.00	\$ 19,800.00	32.59	\$ 19,554.00	32.67	\$ 19,602.00
100	8"	\$ 46.21	\$ 4,621.00	\$ 44.75	\$ 4,475.00	44.14	\$ 4,414.00	44.33	\$ 4,433.00
60	10"	\$ 66.03	\$ 3,961.80	\$ 64.00	\$ 3,840.00	63.21	\$ 3,792.60	63.34	\$ 3,800.40
120	12"	\$ 88.51	\$ 10,621.20	\$ 86.75	\$ 10,290.00	84.56	\$ 10,147.20	84.91	\$ 10,189.20
30	16"	\$ 151.24	\$ 4,537.20	\$ 146.50	\$ 4,395.00	144.63	\$ 4,338.90	145.08	\$ 4,352.40
35	18"	\$ 202.83	\$ 7,099.05	\$ 196.50	\$ 6,877.50	193.83	\$ 6,777.05	194.58	\$ 6,810.30
10	24"	\$ 342.65	\$ 3,426.50	\$ 332.05	\$ 3,320.50	326.41	\$ 3,264.10	326.70	\$ 3,267.00
20	30"	\$ 765.44	\$ 15,708.80	\$ 761.10	\$ 15,222.00	747.41	\$ 14,948.20	753.44	\$ 15,068.80
15	36"	\$ 966.75	\$ 14,501.25	\$ 936.85	\$ 14,052.75	920.10	\$ 13,801.50	927.37	\$ 13,910.55
5	42"	\$ 1,505.06	\$ 7,525.30	\$ 1,458.50	\$ 7,292.50	1,432.31	\$ 7,161.55	1,440.05	\$ 7,200.25
10	TYTON JOINT RESTRAINT								
10	GASKET, FIELD LOK 4"	\$ 39.55	\$ 395.50	\$ 37.30	\$ 373.00	48.80	\$ 488.00	51.75	\$ 517.50
25	GASKET, FIELD LOK 6"	\$ 56.20	\$ 1,405.00	\$ 52.90	\$ 1,322.50	69.45	\$ 1,736.25	73.47	\$ 1,836.75
20	GASKET, FIELD LOK 12"	\$ 110.55	\$ 2,211.00	\$ 119.80	\$ 2,396.00	135.70	\$ 2,714.00	144.51	\$ 2,890.20
5	SPLIT MEGALUGS								
5	GASKET, FIELD LOK 6"	\$ 53.32	\$ 266.60	\$ 51.85	\$ 258.25	51.14	\$ 255.70	51.15	\$ 255.75
6	GASKET, FIELD LOK 6"	\$ 136.08	\$ 816.48	\$ 131.85	\$ 791.10	130.24	\$ 781.44	130.55	\$ 783.30
3	GASKET, FULLFACE	\$ 12.15	\$ 36.45	\$ 9.00	\$ 27.00	9.75	\$ 29.25	\$ 8.00	\$ 24.00
4	24"	\$ 20.43	\$ 81.72	\$ 15.00	\$ 60.00	16.72	\$ 66.88	\$ 16.83	\$ 67.32
4	30"	\$ 29.75	\$ 119.00	\$ 21.00	\$ 84.00	23.62	\$ 94.48	78.13	\$ 312.52
2	36"	\$ 38.20	\$ 76.40	\$ 39.00	\$ 78.00	30.51	\$ 81.02	31.44	\$ 82.88
TOTAL ITEM 7			\$ 100,577.28		\$ 97,806.10		\$ 97,081.12		\$ 98,030.12
8	PIPE, COPPER								
9,000	3/4"	\$ 2.68	\$ 24,120.00	\$ 2.33	\$ 20,870.00	2.25	\$ 20,250.00	2.01	\$ 18,090.00
9,000	1"	\$ 3.49	\$ 31,410.00	\$ 3.04	\$ 27,360.00	2.91	\$ 26,190.00	2.63	\$ 23,670.00
TOTAL ITEM 8			\$ 55,530.00		\$ 48,330.00		\$ 46,440.00		\$ 41,760.00
9	PIPE DITJ C-50 AND C-52 W/ TJ GASKETS								
1,440	C-52 4"	\$ 20.85	\$ 30,024.00	\$ -	\$ 0.00	20.00	\$ 28,800.00	20.73	\$ 29,851.20
1,620	C-50 6"	\$ 12.02	\$ 19,472.40	\$ -	\$ 0.00	11.31	\$ 18,322.20	11.98	\$ 19,407.60
1,080	C-50 12"	\$ 29.60	\$ 31,968.00	\$ -	\$ 0.00	27.85	\$ 30,078.00	28.48	\$ 31,838.40
54	C-50 16"	\$ 42.60	\$ 2,300.40	\$ -	\$ 0.00	41.00	\$ 2,214.00	42.47	\$ 2,293.38
36	C-50 42"	\$ 186.35	\$ 6,708.60	\$ -	\$ 0.00	298.74	\$ 10,754.64	186.18	\$ 6,702.48
72	C-50 36" TR-FLEX	\$ 171.00	\$ 12,312.00	\$ -	\$ 0.00	182.32	\$ 13,127.04	170.84	\$ 12,300.48
TOTAL ITEM 9			\$ 102,785.40		\$ 0.00		\$ 103,286.88		\$ 102,393.54
10	PIPE, HDPE POLY								
1600	2' (100' ROLLS)	\$ 1.03	\$ 1,648.00	\$ 1.22	\$ 1,952.00	1.23	\$ 1,968.00	1.17	\$ 1,872.00
900	2' (300' ROLLS)	\$ 1.03	\$ 927.00	\$ 1.22	\$ 1,098.00	1.23	\$ 1,107.00	1.17	\$ 1,053.00
TOTAL ITEM 10			\$ 2,575.00		\$ 3,050.00		\$ 3,076.00		\$ 2,925.00



11		ROMAC	ROMAC	ROMAC	ROMAC	ROMAC	ROMAC
	11	SERVICESADDLES,DOUBLESTRAP WITH TYPE304 S/S STRAPS AND TYPE304 S/S BOLT & NUTS FOR CUIPIPE					
	10	SADDLE, DS 4"x2"	\$ 42.81	\$ 428.10	\$ 42.33	\$ 423.30	\$ 425.30
	150	SADDLE, DS 6"x1"	\$ 41.84	\$ 6,274.50	\$ 41.60	\$ 6,274.50	\$ 6,271.50
	20	SADDLE, DS 6"x2"	\$ 47.43	\$ 942.60	\$ 46.86	\$ 937.20	\$ 942.40
	150	SADDLE, DS 8"x1"	\$ 52.55	\$ 7,882.50	\$ 52.18	\$ 7,827.00	\$ 7,809.50
	40	SADDLE, DS 8"x2"	\$ 58.77	\$ 2,350.80	\$ 58.07	\$ 2,322.80	\$ 2,335.60
	10	SADDLE, DS 10"x2"	\$ 70.95	\$ 709.50	\$ 70.15	\$ 701.50	\$ 704.90
	60	SADDLE, DS 12"x1"	\$ 71.93	\$ 4,315.80	\$ 71.10	\$ 4,266.00	\$ 4,287.60
	30	SADDLE, DS 12"x2"	\$ 82.21	\$ 2,466.30	\$ 81.28	\$ 2,438.40	\$ 2,449.80
	3	SADDLE, DS 16"x2"	\$ 98.46	\$ 295.38	\$ 97.34	\$ 292.02	\$ 293.43
	30	SADDLE, DS 18"x2"	\$ 142.95	\$ 4,288.50	\$ 141.25	\$ 4,237.50	\$ 4,260.00
	TOTAL ITEM 11		\$ 29,861.48	\$ 29,686.72		\$ 29,851.83	\$ 29,679.93
	12	VALVES	M&H	AFC	MUELLER	AFC	
	2	GATE VALVE DI FLXFL OPEN LEFT 6"	\$ 715.00	\$ 1,430.00	\$ 533.00	\$ 1,066.00	\$ 1,061.08
	3	GATE VALVE DI FLXFL OPEN LEFT 8"	\$ 1,172.00	\$ 3,516.00	\$ 814.00	\$ 2,442.00	\$ 2,430.78
	10	GATE VALVE DI MJMJ OPEN RIGHT 4"	\$ 323.00	\$ 3,230.00	\$ 314.00	\$ 3,140.00	\$ 3,230.00
	90	GATE VALVE DI MJMJ OPEN RIGHT 6"	\$ 411.20	\$ 37,008.00	\$ 401.00	\$ 36,080.00	\$ 36,924.30
	10	GATE VALVE DI MJMJ OPEN RIGHT 8"	\$ 855.00	\$ 8,550.00	\$ 630.00	\$ 6,300.00	\$ 6,562.90
	15	GATE VALVE DI MJMJ OPEN RIGHT 12"	\$ 1,292.56	\$ 19,388.40	\$ 1,261.00	\$ 18,915.00	\$ 19,928.05
	30	GATE VALVE FLXMJ OPEN RIGHT 4"	\$ 307.70	\$ 9,231.00	\$ 300.00	\$ 9,000.00	\$ 9,259.50
	30	GATE VALVE FLXMJ OPEN RIGHT 6"	\$ 411.00	\$ 12,330.00	\$ 402.00	\$ 12,060.00	\$ 12,306.10
	8	GATE VALVE FLXMJ OPEN RIGHT 8"	\$ 842.70	\$ 5,141.60	\$ 627.00	\$ 5,016.00	\$ 5,153.28
	1	GATE VALVE FLXFL OPEN RIGHT 10"	\$ 667.50	\$ 667.50	\$ 1,035.00	\$ 1,035.00	\$ 1,079.20
	2	GATE VALVE FLXFL OPEN LEFT WHEEL TOP 8"	\$ 427.00	\$ 854.00	\$ 652.00	\$ 1,304.00	\$ 1,337.60
	3	VALVE, VACUUM RELEASE 1"	\$ 260.00	\$ 780.00	\$ 240.00	\$ 720.00	\$ 856.11
	TOTAL ITEM 12		\$ 100,126.50	\$ 97,178.00		\$ 102,869.50	\$ 99,130.90
	13	VALVE, BUTTERFLY OPEN RIGHT 12" SQUARE OPERATING NUT (NO ACCESS)					
	1	18" MJ X MJ	\$ 1,865.00	\$ 1,865.00	\$ 1,965.00	\$ 1,965.00	\$ 3,185.00
	3	30" MJ X MJ	\$ 7,846.00	\$ 23,538.00	\$ 6,002.00	\$ 18,006.00	\$ 19,600.00
	2	36" MJ X MJ	\$ 8,300.00	\$ 16,600.00	\$ 7,375.00	\$ 14,750.00	\$ 15,132.00
	TOTAL ITEM 13		\$ 41,823.00	\$ 34,721.00		\$ 33,675.00	\$ 36,917.00
	14	COILED PIT SETTER METER BOX					
	400	Meter Box, Coiled Pit Setter 18"	\$ 740.00	\$ 296,000.00	\$ -	\$ 0.00	\$ 245,600.00
	TOTAL ITEM 14		\$ 296,000.00	\$ 0.00		\$ 256,580.00	\$ 245,600.00
	15	ALL THREAD					
	30	1/2"	\$ 0.87	\$ 26.10	\$ 0.97	\$ 29.10	\$ 34.90
	60	3/4"	\$ 1.87	\$ 112.20	\$ 2.21	\$ 132.60	\$ 157.20
							\$ 141.00

30	ROD COUPLING NUT 3/4"	\$ 0.60	\$0.00	\$ 3.06	\$ -	1.30	\$0.00	1.21	0.00
TOTAL ITEM 15			\$24.00		\$ 91.80		\$39.00		36.30
TOTAL ITEMS 1-15			\$162.30		\$253.50		\$231.00		\$ 193.20
8.7% SALES TAX			\$941,875.62	\$0.00	\$521,103.99	0.00	\$880,055.81	\$0.00	\$863,472.82
GRAND TOTAL			\$81,343.18		\$45,336.05		\$69,604.86		\$ 75,122.14
CREDITCARD		NO	\$1,023,818.80	NO	\$566,440.04		\$949,660.67	YES	\$ 938,594.96
ADDITIONAL PURCHASES		NO		YES				YES	
DELIVERY		NO		84 DAYS FRO		60 DAYS FRO		45 DAYS FRO	



## WATER DEPARTMENT 2016 SPRING BID

After review of the 2016 Spring Bid: #4220-16 Miscellaneous Waterworks Products, the Warehouse Foreperson and the Water Department Superintendent have reached a decision on awarding of the 2016 Spring Bid. It is as follows:

Item #1: Brass fittings – HD Supply Waterworks; for the amount of \$4,566.20

Item #2: Clamps – Ferguson Enterprises; for the amount of \$7,703.40

Item #3: Compression Brass Fittings - HD Supply Waterworks; for the amount of \$146,456.17

Item #4: Dresser Couplings - Consolidated Supply; for the amount of \$280.24

Item #5: Ductile Iron Fittings – Ferguson Enterprises; for the amount of \$46,170.03

Item #6: Galvanized Fittings – M & L Supply Co.; for the amount of \$825.09

Item #7: Megalug & Fieldlok Gaskets – HD Supply Waterworks; for the amount of \$97,051.12

Item #8: Copper Pipe – Consolidated Supply; for the amount of \$41,760.00

Item #9: Ductile Iron Pipe – Consolidated Supply; for the amount of \$102,393.54

Item #10: Poly Pipe (HDPE) – HD Fowler Co.; for the amount of \$2,575.00

Item #11: Service Saddles – Consolidated Supply; for the amount of \$29,579.93

Item #12: Valves (Gate) – Ferguson Enterprises; for the amount of \$97,178.00

Item #13: Valves (Butterfly) – HD Supply Waterworks; for the amount of \$33,675

Item #14: Coil Pit Setter Meter Box – HD Supply Waterworks; for the amount of \$256,580.00

Item #15: All Thread – HD Fowler Co.; for the amount of \$162.30

Warehouse Foreperson: Mike Cunningham Date: 02/12/2016

Water Dept. Superintendent: Raymond Buehl Date: 2-12-16



**Agenda Sheet for City Council Meeting of:**  
09/26/2016

<b>Date Rec'd</b>	9/12/2016
<b>Clerk's File #</b>	OPR 2016-0732
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	4281-16
<b>Requisition #</b>	18195

<b>Submitting Dept</b>	WATER & HYDROELECTRIC SERVICES
<b>Contact Name/Phone</b>	DAN KEGLEY X7821
<b>Contact E-Mail</b>	DKEGLEY@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	4100 - FLOWMETERS & ACCESSORIES

**Agenda Wording**

A purchase order for flowmeters to be used by the Water Department with Siemens Industry Inc. C/O Branom Instrument Company (Seattle, WA) valued at \$12,473.82 including tax.

**Summary (Background)**

This purchase is submitted for Council approval in accordance with the annual approval dollar amount threshold and purchasing policies. Dept.'s have purchased from local suppliers as-needed during the year and this purchase will exceed the threshold for minor purchases. A Request for Bids (#4281-16) for Flowmeters & Accessories was issued July 29, 2016. Two (2) bid responses were opened on August 15, 2016. Branom Instrument Company was determined to be the lowest responsive bid.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Expense	\$ 12,473.82	#	4100-42490-34145-53502-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	KEGLEY, DANIEL	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	FEIST, MARLENE	<b><u>Other</u></b>	PWC 9/12/2016
<b><u>Finance</u></b>	KECK, KATHLEEN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	TPRINCE@SPOKANECITY.ORG	
<b><u>For the Mayor</u></b>	WHITNEY, TYLER	SJOHNSON@SPOKANECITY.ORG	
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>	WAHL, CONNIE		

**BRIEFING PAPER**  
**Public Works Committee**  
**Water Department**  
**September 12, 2016**

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**Subject**

A purchase order for flowmeters to be used by the Water Department with Siemens Industry Inc. C/O Branom Instrument Company (Seattle, WA) valued at \$12,473.82 including tax.

**Background**

A Request for Bids (#4281-16) for Flowmeters & Accessories was issued July 29, 2016. Two (2) bid responses were opened on August 15, 2016. Branom Instrument Company was determined to be the lowest responsive bid.

Flowmeters have been purchased from various suppliers as-needed for various projects over the last year. This purchase is submitted for Council approval in accordance with the annual Council approval threshold and purchasing policies of the City of Spokane.

**Impact**

This order will support existing projects planned by the Water Department through the end of 2016.

**Action**

Recommend approval.

**Funding**

All funding for this purchase will be from Water Department Capital Funds.

4281-16			BRANOM INSTRUMENT 5500 4TH AVE S SEATTLE WA 98108  Marcy Naccarato <a href="mailto:mnaccarato@branom.com">mnaccarato@branom.com</a> (800) 767-6051		FIELD INSTRUMENTS & CONTROLS 9629 N COLFAX ROAD SPOKANE WA 92918  Pete Velasio <a href="mailto:pete@fieldinst.com">pete@fieldinst.com</a> (509) 466-8226	
FLOWMETER & ACCESSORIES						
ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	24" FLOWMETER & ACCESSORIES 7ME6580-6PJ14-2LA2 FDK:085U1053	\$ 3,267.25	\$ 3,267.25	\$ 4,304.89	\$ 4,304.89
2	3	12" FLOWMETER & ACCESSORIES 7ME6580-5DJ14-2LA2 FDK:085U1053	\$1,828.75	\$ 5,486.25	\$ 2,930.23	\$ 8,790.69
3	1	6" FLOWMETER & ACCESSORIES 7ME6580-4HJ14-2LA2 FDK:085U1053	\$ 1,121.05	\$ 1,121.05	\$ 1,897.95	\$ 1,897.95
4	2	350' ROLL OF CABLE A5E1181699	\$ 800.45	\$ 1,600.90	\$ -	\$ -
SUBTOTAL				\$ 11,475.45		\$ 14,993.53
Wash State Sales Tax				\$ 998.37		\$ 1,304.44
TOTAL				\$ 12,473.82		\$ 16,297.97
Accepts Credit Card			YES		YES	
Delivery			21-28 days FRO		35 working days FRO	



**Agenda Sheet for City Council Meeting of:**  
09/26/2016

<b>Date Rec'd</b>	9/12/2016
<b>Clerk's File #</b>	OPR 2016-0733
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	4279-16
<b>Requisition #</b>	18196

<b>Submitting Dept</b>	WATER & HYDROELECTRIC SERVICES
<b>Contact Name/Phone</b>	DAN KEGLEY X7821
<b>Contact E-Mail</b>	DKEGLEY@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	4100 - CUSTOM CONCRETE VAULTS FOR FLOWMETER PROJECTS

**Agenda Wording**

A purchase order for custom concrete vaults to be used on flowmeter projects with Wilbert Precast Inc. (Spokane, WA) valued at \$17,821.37 including tax.

**Summary (Background)**

This purchase is submitted for Council approval in accordance with the annual approval dollar amount threshold and purchasing policies. Dept.'s have purchased from local suppliers as-needed during the year and this purchase will exceed the threshold for minor purchases. Request for Bids (#4279-16) for custom concrete vaults for specific flowmeter proj. was issued July 27, 2016. Two bid responses were opened on Aug 15, 2016. Wilbert Precast Inc. was determined to be the lowest responsive bid.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Expense	\$ 17,821.37	#	4100-42490-34145-53502-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	KEGLEY, DANIEL	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	FEIST, MARLENE	<b><u>Other</u></b>	PWC 9/12/2016
<b><u>Finance</u></b>	KECK, KATHLEEN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	TPRINCE@SPOKANECITY.ORG	
<b><u>For the Mayor</u></b>	WHITNEY, TYLER	SJOHNSON@SPOKANECITY.ORG	
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>	WAHL, CONNIE		

**BRIEFING PAPER**  
**Public Works Committee**  
**Water Department**  
**September 12, 2016**

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**Subject**

A purchase order for custom concrete vaults to be used on flowmeter projects with Wilbert Precast Inc. (Spokane, WA) valued at \$17,821.37 including tax.

**Background**

A Request for Bids (#4279-16) for custom concrete vaults for specific flowmeter projects was issued July 27, 2016. Two (2) bid responses were opened on August 15, 2016. Wilbert Precast Inc. was determined to be the lowest responsive bid.

Custom concrete vaults have been purchased from local suppliers as-needed for various projects over the last year. This purchase is submitted for Council approval in accordance with the annual Council approval threshold and purchasing policies of the City of Spokane.

**Impact**

This order will support existing projects planned by the Water Department through the end of 2016.

**Action**

Recommend approval.

**Funding**

All funding for this purchase will be from Water Department Capital Funds.

4279-16			H2 PRECAST INC. 3835 N CLEMONS ST WENATCHEE WA 98802		WILBERT PRECAST INC 2215 E BROOKLYN AVE SPOKANE WA 99217	
			Ken Kramer <a href="mailto:ken@h2precast.com">ken@h2precast.com</a> (509) 448-6644		Jason Gonwick <a href="mailto:jgonwick@wilbertprecast.com">jgonwick@wilbertprecast.com</a> (509) 325-4573	
ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	7'x9' Flow Meter Vault - Shawnee	\$ 3,750.00	\$ 3,750.00	\$ 3,275.00	\$ 3,275.00
2	1	7'x Flow Meter Vault- - Belt	\$3,750.00	\$ 3,750.00	\$ 3,275.00	\$ 3,275.00
3	1	7'x9' Flow Meter Vault - Southview	\$ 3,750.00	\$ 3,750.00	\$ 3,275.00	\$ 3,275.00
4	1	7'7' Flow Meter Vault - Sunset	\$ 3,150.00	\$ 3,150.00	\$ 2,860.00	\$ 2,860.00
5	1	9'x9' Flow Meter Vault - 35th & Ray	\$ 4,950.00	\$ 4,950.00	\$ 3,710.00	\$ 3,710.00
SUBTOTAL				\$ 19,350.00		\$ 16,395.00
Wash State Sales Tax				\$ 1,683.45		\$ 1,426.37
TOTAL				\$ 21,033.45		\$ 17,821.37
Accepts Credit Card			YES	Vendor didn't include sales tax - added to this spreadsheet Vendor didn't initial acknowledging receipt and compliance with specifications Vendor didn't fill in Technical Specifications area Vendor didn't fill in PCB questionnaire	YES	
Delivery			28 days FRO		Two weeks from approval of submittals	



**Agenda Sheet for City Council Meeting of:**  
09/26/2016

<b><u>Date Rec'd</u></b>	9/14/2016
<b><u>Clerk's File #</u></b>	OPR 2014-0870
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	4073-14
<b><u>Requisition #</u></b>	VALEU BLANKET

<b><u>Submitting Dept</u></b>	SOLID WASTE DISPOSAL
<b><u>Contact Name/Phone</u></b>	CHUCK CONKLIN 625-6524
<b><u>Contact E-Mail</u></b>	CCONKLIN@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Purchase w/o Contract
<b><u>Agenda Item Name</u></b>	4490 - WASTE TO ENERGY EXTENSION OF VB FOR LUBE PRODUCES AND MISC ITEMS

**Agenda Wording**

Extension Value Blanket with Eljay Oil for Lube Products and Miscellaneous Associated Items for the Waste to Energy Facility - \$75,000.00 including taxes.

**Summary (Background)**

Sealed bids were received on October 27, 2014, for Miscellaneous Lube Products and Associated Items, and the award to Eljay Oil was approved by City Council on December 15, 2014. The request for bids allowed for 1 year with 4 additional 1-year extensions. This is the second of those extensions.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Expense	\$ 75,000.00	#	4490-44100-37148-53302
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	CONKLIN, CHUCK	<b><u>Study Session</u></b>	PWC 9/12/16
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	
<b><u>Finance</u></b>	KECK, KATHLEEN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	ttauscher@spokanecity.org	
<b><u>For the Mayor</u></b>	WHITNEY, TYLER	lbutz@spokanecity.org	
<b><u>Additional Approvals</u></b>		tprince@spokanecity.org	
<b><u>Purchasing</u></b>	WAHL, CONNIE		



**BRIEFING PAPER**  
**Public Works Committee**  
**Solid Waste Disposal**  
**September 12, 2016**

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**Subject**

Extension of Value Blanket with Eljay Oil for Lube Products and Miscellaneous Associated Items for the Waste to Energy Facility for October 1, 2016 through September 30, 2017, \$75,000 including taxes.

**Background**

A Request for Bids #4073-14 for Lube Products and Miscellaneous Associated items was issued, and Eljay Oil was determined to be the lowest cost bidder.

The initial Value Blanket was for one year, with 4 additional one-year extensions. This is the second of those extensions. Eljay Oil Co. will extend the firm pricing with no increase over the 2016 price.

**Impact**

The waste to energy facility uses specific unique lube products. Extension of this Value Blanket will allow the plant to continue uninterrupted operations.

**Action**

Recommend renewal of this Value Blanket.

**Funding**

Funding is included in the 2017 operation and maintenance budget.



**Agenda Sheet for City Council Meeting of:**  
09/26/2016

<b>Date Rec'd</b>	9/14/2016
<b>Clerk's File #</b>	OPR 2014-0871
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	4064-14
<b>Requisition #</b>	VALUE BLANKET

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL
<b>Contact Name/Phone</b>	CHUCK CONKLIN 625-6524
<b>Contact E-Mail</b>	CCONKLIN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	4490 - WASTE TO ENERGY PURCHASE OF HIGH CALCIUM QUICKLIME

**Agenda Wording**

Extension of Value Blanket with Graymont Western US Inc., (Salt Lake City, UT) for High Calcium Quicklime - \$1,532,670.00 including sales tax.

**Summary (Background)**

On October 27, 2014, sealed bids were opened to provide the City of Spokane waste to energy facility with High Calcium Quicklime. A slurry of High Calcium Quicklime is injected into the flue to remove hydrochloric acid and SO<sub>2</sub>, and to reduce the flue gas temperature. The request for bids allowed for 1 year with 4 additional 1-year extensions, not to exceed 5 years. This is the second of those extensions.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Expense	\$ 1,532,670.00	#	4490-44100-37148-53203
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	CONKLIN, CHUCK	<b><u>Study Session</u></b>	PWC 9/12/16
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	
<b><u>Finance</u></b>	KECK, KATHLEEN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	ttauscher@spokanecity.org	
<b><u>For the Mayor</u></b>	WHITNEY, TYLER	jsalstrom@spokanecity.org	
<b><u>Additional Approvals</u></b>		tprince@spokanecity.org	
<b><u>Purchasing</u></b>	WAHL, CONNIE		

**BRIEFING PAPER**  
**Public Works Committee**  
**Solid Waste Disposal**  
**September 12, 2016**

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**Subject**

Extension of Value Blanket with Graymont Western US, Inc., Salt Lake City, for purchase of High Calcium Quicklime for the waste to energy. The 2017 price reflects an increase of \$5 per ton (2.2%), for an annual total of \$1,532,670.00, including taxes.

**Background**

On October 27, 2014, sealed bids were opened in response to RFB #4064-14 to provide the waste to energy with High Calcium Quicklime. The High Calcium Quicklime is used to reduce acid in the flue gasses. Water is added to the powdered lime to create a slurry which is injected into the flue to remove hydrochloric acid and SO<sub>2</sub> to comply with environmental regulations. The slurry also helps to cool the flue gasses to the correct emission temperature.

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

**Impact**

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

**Action**

Recommend approval.

**Funding**

Funding for this purchase is included in the 2017 operating budget.



**Agenda Sheet for City Council Meeting of:**  
09/26/2016

<b>Date Rec'd</b>	9/14/2016
<b>Clerk's File #</b>	OPR 2016-0190
<b>Renews #</b>	
<b>Cross Ref #</b>	RES2015-0045
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	HOUSING & HUMAN SERVICES
<b>Contact Name/Phone</b>	PAUL TRAUTMAN 509-625-6329
<b>Contact E-Mail</b>	PTRAUTMAN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	AMMEND ESSENTIAL REPAIR PROGRAM CONTRACT

**Agenda Wording**

Amendment B to contract with Spokane Neighborhood Action Partners (SNAP) for the Essential Home Repair program - increase of \$100,000 CDBG funds. Total contract amount \$670,418.

**Summary (Background)**

In November 2015, the City and SNAP executed an Essential Home Repair program contract utilizing CDBG funds to grant minor but critical home repairs that allow low-income homeowners to safely remain in their homes. A May 2016 Amendment A added CDBG funds to pilot Orangeburg sewer pipe replacements. This Amendment B adds needed CDBG funds for necessary cold-weather repairs for the remainder of calendar year 2016.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Expense	\$ 100000	#	169595806592105420173408
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	KINDER, DAWN	<b><u>Study Session</u></b>	9/12/2016
<b><u>Division Director</u></b>	MALLAHAN, JONATHAN	<b><u>Other</u></b>	
<b><u>Finance</u></b>	KECK, KATHLEEN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT		
<b><u>For the Mayor</u></b>	WHITNEY, TYLER		
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>			

AGREEMENT AMENDMENT B

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SPOKANE NEIGHBORHOOD ACTION PARTNERS, whose address is 3102 West Fort George Wright Drive, Spokane, Washington, 99224, as "GRANTEE".

WHEREAS, the parties entered into an original Agreement wherein the GRANTEE agreed to administer a CDBG Year 2015 Essential Home Repair Program with Targeted Investment Pilot (TIP) Focus Area ("Project"); and

WHEREAS, additional funding is necessary to complete the Project; and

WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the Agreement documents; -- Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The Agreement dated February 26, 2016 and Agreement Amendment A dated July 6, 2016 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. AMENDMENT.

SECTION NO. 3 – BUDGET of the original Agreement is amended as follows:

The total amount City shall pay Grantee is increased by ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) to a maximum of SIX HUNDRED SEVENTY THOUSAND FOUR HUNDRED EIGHTEEN AND NO/100 DOLLARS (\$670,418.00). The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 3 and 4} of the original Agreement):

PROGRAM MANAGEMENT	
Salary & Benefits	\$66,430
Supplies – Office Supplies & Printing	\$3,569
Supplies – Small Tools	\$957
Other – Rent	\$11,255
Other – Insurance	\$8,950
Other – Repairs & Maintenance	\$4,837
Other – Vehicle Maintenance	\$2,305
Other – Telephone	\$773

Construction	\$404,283
Salary & Benefits	\$48,934
Orangeburg Sewer Pipe Replacement	\$102,000
ADMINISTRATION	
Indirect Costs	\$16,125
GRAND TOTAL	\$670,418

3. AMENDMENT.

SECTION NO. 8.C.1 – PAYMENT PROCEDURES of the original Agreement is amended as follows:

Requests for reimbursement by GRANTEE shall be made on or before the 15<sup>th</sup> of each month for the previous month's expenditures, using the forms provided by the City in Attachment 1.

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Grants Management & Financial Asst.

Dated: \_\_\_\_\_

SPOKANE NEIGHBORHOOD ACTION  
PARTNERS

By: \_\_\_\_\_

Title: \_\_\_\_\_

E-Mail address: \_\_\_\_\_

\_\_\_\_\_

Attachments that are part of this Agreement Amendment/Extension:

Attachment 1 - Revised CDBG Subrecipient Billing Form

16-629

# Attachment 1



## Information & Instructions for Completing A-19 Invoice Voucher & Itemized Expense Report

A reimbursement request, otherwise known as a bill, consists of an A-19 Invoice Voucher, Itemized Expense Report, Staff Expense Report, Wages/Fringe Breakdown, Program Income Reporting Record (if applicable), and detailed documents of the expenses. The A-19 invoice voucher includes the approved budget categories and amounts and a section for reporting all earned Program Income during the active performance period of the Agreement. The Itemized Expense Report must be completed to detail each itemized expense being requested on the A-19 Invoice Voucher in the Current Expenses Column in aggregate value for each Approved Budget Category for the current invoice period, DO NOT include employee salary/wages and associated taxes/fringe benefits. The Staff Expense Report must be completed to record the employee total hours and the number of hours worked on the funded activity billed to this grant. Salary/Fringe Benefit Breakdown should be completed to clearly identify the taxes and benefits requested in reimbursement and demonstrate the allocable amount to the grant based on the timesheet also included with the billing.

You must bill monthly for expenditures and report any earned Program Income as directed in your Agreement. If there have been no expenditures paid for the previous month, an invoice is not required. Please submit a final reimbursement request with all required documentation by the identified date in your Agreement and check the appropriate box on the form as indicated. A final program report will be required to be submitted as well. You will not be paid until all documentation and final reports are received.

The form was included in your Agreement as a hardcopy form. The voucher and itemized expense report MUST be signed in ink. The formulas should not be changed or adjusted in the form(s).

### **Completing the Form:**

- ☐ Name and address of your organization requesting reimbursement.
  
- ☐ Invoice Period (should bill as monthly expenses, January, February, etc.)
  
- ☐ Enter total amount of Current Expenses requested for reimbursement in the line item category of the approved budget (i.e. - Salary, Fringe, Rent) and should reflect the total of itemized expenses on the Itemized Expense Report. The Itemized Expense Report must be completed and submitted with the A-19. *No transfer of funds between approved categories is allowed without written approval by the City.*
  
- ☐ Enter Total Expenses Requested Prior to this invoice as applicable to each line item category of the approved budget. This must be completed and updated each time you prepare the form to request reimbursement of expenses. *(The formulas will calculate totals and update remaining Budget Balance)*
  
- ☐ Enter the amount of Program Income earned for the current period in Box 7 in one of the two options available, either the Deduction Alternative or Addition Alternative. Please complete the Program Income Reporting Record to document expenses paid for with Program Income first prior to the request of reimbursement of those expenses from CDBG funds. *See explanation for both options under Program Income and apply the best method which is applicable to your program or organization. (The documents will calculate and update any Unexpended Program Income)*
  
- ☐ Sign forms, submit the A-19, the Itemized Expense Report, Staff Expense Report, Salary/Fringe Benefit Breakdown, and Itemized Program Income Reporting Record with attached required documentation to the City of Spokane for reimbursement of expenses.

## Documentation Required for Reimbursement Requests:

All requests for reimbursement must be supported by documentation necessary to show that the costs charged to the grant funds were incurred during the active performance period of the Agreement, were actually paid out, were allowable items and have been approved by the responsible official within the organization. For example:

**Salary and Fringe** – receipts, payroll reports, timesheets, letters of employment that include rate of pay, benefits and employee withholdings. For staff directly charged to a grant funded program or project time and attendance records should be included as well. Other sources of documentation might include, canceled checks from employees, insurance provider, etc. or evidence of direct deposits which document outlay of expenses.  
**100% of the time daily must be recorded for all hours worked by activity performed. This is a federal requirement for all grant funded positions. Timesheets must be signed by the employee and supervisor after the fact.**

**Rent/Utilities** – proof of payment to vendor, rental or lease agreement, utility bills. If the cost of the space or utilities is split between grant funded and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources and the method provided and approved by the City.

**Supplies and Materials (all Goods)** – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. It's also helpful to keep information regarding where the supplies are stored and for what program or project are they being used in the organizations' internal file.

**Equipment** – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. Packing slips are only proof of delivery and do not act as an invoice from the vendor. If the item received is an inventorial piece of equipment, the serial number, model, and inventory tag should be noted on the purchase order or invoice from the vendor.

**Travel** – Lodging and meal per diem must meet the GSA rate. Registration form, travel authorization form, conference or training agenda, receipts and proof of payment for all expenses (airfare, hotel, transportation must be included) except meals. Per diem amount and calculation must be included with documentation of travel expenses for reimbursement. Meals provided during the event must be deducted from per diem allowance. Receipts and proof of payment cannot include tips for food or alcohol. Mileage is reimbursed at current GSA rate at time of travel.

**Other** – proof of payment, receipts, invoices from vendor. Please contact the City for specific questions on required documentation.

**Admin/Indirect Costs** – methodology of application applied in accordance with Federal Guidance on allocation of direct costs for non-profits using the base most appropriate and approved by the City prior to charging costs to a grant. Indirect Cost application: 1. 10% without backup documentation, 2. A-87 Indirect Cost Proposal Approved by Cognizant Agency and 3. Indirect Cost Proposal approved by City of Spokane prior to use and billed to grant.

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## Reporting Program Income:

Program Income is defined as the gross income received that was generated from the use of City grant funds. Program income is to be listed on each invoice voucher. When income is generated by an activity that is only partially assisted with City grant funds, the income shall be prorated to reflect the percentage of City grant funds used. The receipt and expenditure of program income must be recorded by the sub-grantee as part of its records of financial transactions. When program income is retained during the project or program period, such income must be used for any authorized activity before drawing down additional grant funds or be added to funds committed to the total project/program costs and expended to further eligible program or project activities and is subject to all applicable requirements. There are two types of methods to apply program income, the first is to apply the amount of program income that was used to reduce the Federal share of the total project costs, or the second, is to apply the amount of program income that was added to funds committed to the total project costs and expended to further eligible project or program activities. Please complete the Program Income Reporting Record with the itemized expenses where Program Income was used prior to the reimbursement of those expenses from CDBG awarded grant funds.

Program Income includes:

- ☐ Payments of principal and interest on loans made with using City grant funds;
- ☐ Service fees, usage or rental fees;
- ☐ Interest earned on any program income pending disposition of such income;
- ☐ Proceeds from the disposition by sale or long-term lease of property purchased or improved with City grant funds;
- ☐ Proceeds from the disposition of equipment purchased with City grant funds;
- ☐ Gross income from the use or rental of property owned by the sub-grantee that was constructed or improved with City grant funds, less the costs incidental to the generation of income;
- ☐ Gross income from the use or rental of property acquired by a sub-grantee with City grant funds, less the costs incidental to the generation of the income;
- ☐ Payments of principal and/or interest on loans made with City grant funds;
- ☐ Proceeds from the sale of loans made with City grant funds;
- ☐ Proceeds from the sale of obligations secured by loans made with City grant funds;
- ☐ Funds collected through special assessment made against properties owned and occupied by households not of low-income, where the special assessments are used to recover all or part of the City grant-funded portion of a public improvement;
- ☐ Gross income paid to a sub-grantee from the ownership interest in a for-profit entity acquired in return for the provision of City grant funded assistance.



City of Spokane  
From A-19 Invoice Voucher

AGENCY USE ONLY

DEPT NUMBER: 1690 FMS Acct #: 73408

Vendor #: 019804 OPR #: 2016-0190

AGENCY NAME

City of Spokane  
Grants Management and Financial Assistance Department  
ATTN: CDBG PY 2015  
808 W Spokane Falls Blvd  
SPOKANE, WA 99201

Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. Vendor/Claimant Certificate: I hereby certify under penalty that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

VENDOR OR CLAIMANT (Warrant is to be payable to:)

Spokane Neighborhood Action Partners  
3102 W. Fort George Wright Dr.  
Spokane, WA 99224

By: (SIGN IN INK)

Project/Program: Essential Home Repair Program w/ TIP Focus Area  
National Objective: Benefit low- and moderate-income persons.  
Eligibility Code: LMH-14A (Rehab: Single Unit Residential)  
HUD IDIS Project #: 4102  
Contract Period: 11/1/2015 - 12/31/2016

(TITLE) (DATE)

Invoice Period:

1. GRANT EXPENDITURES THIS REPORTING MONTH:

APPROVED BUDGET CATEGORIES	Grant Budget	Current Expenses	Total Prior Expenses	Budget Balance
<b>PROGRAM MANAGEMENT</b>				
Salary & Benefits	\$ 66,430.00		\$ -	\$ 66,430.00
Supplies - Office Supplies & Printing	\$ 3,569.00		\$ -	\$ 3,569.00
Supplies - Small Tools	\$ 957.00		\$ -	\$ 957.00
Other - Rent	\$ 11,255.00		\$ -	\$ 11,255.00
Other - Insurance	\$ 8,950.00		\$ -	\$ 8,950.00
Other - Repairs & Maintenance	\$ 4,837.00		\$ -	\$ 4,837.00
Other - Vehicle Maintenance	\$ 2,305.00		\$ -	\$ 2,305.00
Other - Telephone	\$ 773.00		\$ -	\$ 773.00
<b>PROGRAM SERVICES</b>				
Construction	\$ 404,283.00		\$ -	\$ 404,283.00
Salary & Benefits	\$ 48,934.00		\$ -	\$ 48,934.00
Orangeburg Sewer Pipe Replacement	\$ 102,000.00		\$ -	\$ 102,000.00
<b>ADMINISTRATION</b>				
Indirect Costs	\$ 16,125.00		\$ -	\$ 16,125.00
				\$ 670,418.00
2. Totals: Expenses		\$ -		

CONTRACT EXPENDITURE AND REVENUE RECONCILIATION

3. Contract Amount: \$ 670,418.00  
4. Total Expenses Requested Prior to this Invoice: \$ -  
5. Reimbursements Requested This Invoice: \$ - Check if final request  
6. Balance of Grant Funds Remaining (Line 3 - [Line 4 + 5]): \$ 670,418.00

7. Program Income

Reporting	Cumulative
Total Federal Program Income Earned	\$ -
Program Income Expended in Accordance with the Deduction Alternative	\$ -
Program Income Expended in Accordance with the Addition Alternative	\$ -
Unexpended Program Income	\$ -

Approval of Contract Representative:

Date:

Bret Lancaster

Contract Representative

625-6031

Phone Number

PLEASE SUBMIT ALL REIMBURSEMENT REQUESTS TO THE CONTRACT MANAGER BY MAIL TO THE ADDRESS LISTED ABOVE OR BY E-MAIL TO GMFA@SPOKANECITY.ORG

## Itemized Expense Report

Organization: SNAP  
 Invoice Period: \_\_\_\_\_  
 Program/Project: \_\_\_\_\_

*Please complete the following table for all expenses for the billing period.  
 Do not include the recording of employee salary or fringe benefits on this form.*

Payee/Vendor Name (Avista, Verizon, Comcast, Office Depot, John Doe, etc.)	Expense Category (Supplies and Materials,Rent/Utilities,Travel etc.)	Expense Description (Electricity, Cell phone, Internet, monthly rent, copy paper, office supplies, local mileage - to/from location)	Amount Billed to this Grant	Notes
Total Current Expenses Requested this Period			\$ -	

*I certify that the above information is a true and complete accounting of grant monies spent during the current reporting period and is substantiated by the attached documentation.*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

## Staff Expense Report

## HUD Community Development Block Grant 2015 Competition

Organization: SNAP	Grant #: B-15-MC-53-0006	City OPR #: 2016-0190
Prepared By:	I certify that the information reported in this form is a true and complete accounting of grant funded activities and the allocable associated costs during the reporting period.	
Title:		
Date:		
	Signed:	

**Please complete the table for all STAFF expenses for the reported period. Signed timesheets MUST be attached.**

[illegible]

## Salary/Fringe Breakdown

Please complete the table for each employee whose salary and fringe benefits are billed to this grant for the previous month. Please add any additional Taxes and/or Fringe Benefits paid by the agency on behalf of the employee as part of overall compensation.

**Employee:**

### **Wages/Salary**

\$XX p/h      XX hours      \$      -

### **Employer Paid Taxes and Fringe Benefits**

6.20% Social Security      \$      -

1.45% Medicare      \$      -

Rate      L&I      \$      -

Rate      Unemployment      \$      -

Rate      Type      \$      -

Health/Dental Insurance      \$      -

Retirement      \$      -

Total      \$      -

### Program Income Reporting Record

**Organization:** SNAP

**Invoice Period:**

**Program/Project:** \_\_\_\_\_

Please complete the following table for all Expenses paid with Program Income prior to the request for reimbursement of CDBG grant funds.

Expense Category	Expense Description (John Doe Salary, Jane Smith Fringe Benefits, Rent, copy paper, office supplies, local mileage - to/from)	Amount	Notes
(Salary, Fringe, Rent/Utilities, etc.)			
	<b>Total Expenses Paid with Program Income Requested this Period</b> (should match Box 7 on the A-19)	<b>\$ -</b>	

*I certify that the above information is a true and complete accounting of grant monies spent during the current reporting period and is substantiated by the attached documentation.*

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:**

Date: \_\_\_\_\_

**Email:** \_\_\_\_\_





**Agenda Sheet for City Council Meeting of:**  
09/26/2016

<b>Date Rec'd</b>	9/12/2016
<b>Clerk's File #</b>	OPR 2016-0734
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	RE 18200

<b>Submitting Dept</b>	ASSET MANAGEMENT
<b>Contact Name/Phone</b>	DAVID STEELE 625-6064
<b>Contact E-Mail</b>	DSTEELE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5900 - LED REPLACEMENT LAMPS FOR CITY HALL

**Agenda Wording**

Purchase of 4,400 LED replacement lamps from CED (Spokane, WA) for City Hall in the amount of \$65,763.50. This is related to an ongoing Avista rebate program.

**Summary (Background)**

City Hall has 4,400 individual lamps throughout the building arranged in single, double, and three lamp fixtures; these lamps are currently 30 watt fluorescent. An ongoing Avista rebate program provides complete cost reimbursement for the purchase price of the new 15 watt LED lamps (minus tax) to replace every lamp in City Hall (including disposal).

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Expense	\$ 65,763.50	#	5900 30700 18300 54850 99999
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	LUKAS, ED	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	DUNIVANT, TIMOTHY	<b><u>Other</u></b>	Finance Committee 8/8/16
<b><u>Finance</u></b>	KECK, KATHLEEN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	Engineering Admin	
<b><u>For the Mayor</u></b>	WHITNEY, TYLER	mhughes@spokanecity.org	
<b><u>Additional Approvals</u></b>		kkeck@spokanecity.org	
<b><u>Purchasing</u></b>	WAHL, CONNIE	dsteele@spokanecity.org	
		tdunivant@spokanecity.org	
		jahensley@spokanecity.org	
		cwahl@spokanecity.org	

**BRIEFING PAPER**  
**Asset Management Group**  
**MONDAY AUGUST 8, 2016**

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**Subject:**

Purchase of 4,400 LED replacement lamps for City Hall related to an ongoing Avista rebate program.

**Background:**

City Hall has 4,400 individual lamps throughout the building arranged in single, double, and three lamp fixtures; these lamps are currently 30 watt fluorescent. An ongoing Avista rebate program provides complete cost reimbursement for the purchase price of the new 15 watt LED lamps (minus tax) to replace every lamp in City Hall (including disposal).

Calculating the average cost savings related to the power savings, it will take approximately 10 months to recoup the costs associated with paying the tax on the purchase and staff installation time.

**Impact:**

Decreasing the power consumption of the lighting in City Hall also provides tertiary benefits. The reduction in heat generated by the lighting will reduce summer cooling costs and extend the life of the ballasts.

The light generated by the lamps selected will be 4,000 kelvin which lands in the middle of the range (3k – 5k kelvin) available. This light provides better illumination of the various building spaces without some of the harshness sometimes associated with LED lighting.

**Action:**

Approval of the purchase

Department Head Signature \_\_\_\_\_  
Ed Lukas

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For further information on this subject contact David Steele, Asset Management  
625-6064

CED

3333 E MAIN AVE.  
SPOKANE WA 99202  
TEL: 509 535-8891 FAX: 509 535-3745

CONTACT: GREG TIPTON

QUOTE FOR: CITY OF SPOKANE

ACCT #: GT-79605 CITY OF SPOKANE

PURCHASING DEPT  
808 W SPOKANE FALLS  
SPOKANE, WA 99201  
TEL: (509) 625-6400

QUOTATION			PAGE
			001 OF 001
QUOTE #	DATE	REV #	REV DATE
1051273	07/08/16	001	07/08/16
QUOTE EXPIRES		PREPARED BY	
08/07/2016		GT	
SLS		INSL	
0833		0002	
FOB		FREIGHT	
SHIPPING POINT		PREPAID	

CUS PO #:

JOB NAME:  
CITY HALL RETRO

LN	QTY	MFR	CATALOG #	DESCRIPTION	PRICE	UOM	EXT AMT
01	4,400	MAXLT	L15T8DF440CG	15W LED LAMP 4000K	13.75	E	60,500.00
02	40	ECOLT	ECO4LG	PREPAID RECYCLE BOX 144EA T8 LAMP	0.00	E	.00
03	*	I HAVE INCLUDED ENOUGH RECYCLE					
04	*	BOXES TO COVER THE TOTAL QUANTITY					
05	*	IF ADDITIONAL BOXES ARE NEEDED					
06	*	THE COST WOULD BE \$84.00 EACH.					

MDSE: 60,500.00

TAX: 5,263.50

TOTAL: 65,763.50

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

**State of Washington  
Current Contract Information**

**Lamps and Ballasts, Contract # 07510**

**Revised: July 7, 2015**

<b>Contract number:</b>	<b>07510</b> (replaces 00802)		
<b>Contract title:</b>	Lamps and Ballasts		
<b>Purpose:</b>	Contract start ( <b>effective date: 10/28/11</b> )		
<b>Scope of Contract</b>	<p>This contract defines the suppliers of lamps and ballasts for all state agencies and political subdivision members of the Washington State Purchasing Cooperative. This contract does not include lighting fixtures.</p> <p>As technology evolves and improves and manufacturing practices become more efficient, this Contract can evolve, as well, to respond to opportunities to save energy and dollars, to embrace new products and new thinking, to offer better light at a better value. It is the State's intention to encourage new or emerging technologies, and therefore the State reserves the right to add to commodity categories or add new categories at a later time.</p>		
<b>Products available:</b>	<p>Fluorescent lamps, ballasts, compact fluorescent lights (CFL), high-intensity discharge (HID) lights, metal halide and halogen lamps and light-emitting diode (LED) lamps.</p>		
<b>Contract exclusions:</b>	This contract does not include lighting fixtures.		
<b>Contractors:</b>	This contract is awarded to one contractor, Consolidated Electrical Distributors (CED).		
<b>User agencies:</b>	All state agencies, political subdivisions of Washington state, qualified non-profit corporations, Materials Management Center, participating institutions of higher education (colleges and universities, community and technical colleges).		
<b>To view Price Sheets and Discounts off list per group</b>	Contact the CED representative in your area (list on pages 4 and 5) or call CED NW Division Contract Sales Manager Jim O'Rourke, LC. (253) 852-1618, or Cell (206) 491-2520. Email: cednwjim@outlook.com.		
<b>Ordering procedures:</b>	To order lighting products, contact the CED representative in your area (list on pages 4 and 5) or call CED Sales Manager Jim O'Rourke, LC (253) 852-1618 or Cell (206) 491-2520.		
<b>Payment in less than 30 days:</b>	A discount of 2% may be taken for payments made in less than 30 days from delivery of the order. Payment by credit card qualifies for this discount.		
<b>Current participation:</b>	\$0.00 MBE	\$0.00 WBE	\$0.00 OTHER
	MBE 0%	WBE 0%	OTHER 0%
	\$0.00 EXEMPT		
	Exempt 0%		

## CONTRACTOR INFORMATION

<b>Contractor:</b>	Consolidated Electrical Distributors
<b>Contact:</b>	<b>Jim O'Rourke, LC</b> Or CED representative in your area (list on pages 4 and 5)
<b>Phone:</b>	Office: <b>(253) 852-1618</b> Cell: <b>(206) 491-2520</b>
<b>Fax:</b>	(206) 783-8572
<b>Email:</b>	<a href="mailto:cednwjim@outlook.com">cednwjim@outlook.com</a>
<b>Internet address:</b>	<a href="http://www.cednw.com/">http://www.cednw.com/</a>  <a href="#">Online ordering</a>
<b>Web catalog address:</b>	<a href="http://www.cednw.com/WA_State_contract_participation.htm">http://www.cednw.com/WA_State_contract_participation.htm</a>
<b>Federal ID No.</b>	77-0030773
<b>Supplier No.</b>	10035-3
<b>Contract worth:</b>	\$4,800,000
<b>Payment address:</b>	CED PO Box 5580 Kent WA 98064
<b>Credit card acceptance:</b>	Visa, MasterCard
<b>Minimum orders:</b>	None
<b>Delivery time:</b>	2 calendar days after ARO
<b>Payment terms:</b>	2 percent net 30 days
<b>Shipping destination:</b>	Freight on board (FOB) destination
<b>Freight:</b>	Prepaid and included
<b>Technical support:</b>	<b>Osram Sylvania representatives:</b>  Vancouver, Longview, Yakima: <b>Joe Hamann (503) 244-2852</b> Western Washington: <b>Doug Brown (206) 390-1034</b> Eastern Washington, Tri-Cities: <b>Dave Clutter (509) 714-6587</b> Osram Sylvania field engineer: <b>Bryan Taylor (509) 398-3706</b>

## CED Warehouse and Order Locations

[www.cednw.com](http://www.cednw.com)

<p style="text-align: center;"><b>Aberdeen</b></p> <p>CED 600 E Market St PO Box 870 Aberdeen WA 98520 Office (360) 533-2852 Fax (360) 533-2864</p>	<p style="text-align: center;"><b>Anacortes</b></p> <p>CED 12756 Quantum Lane #30 Anacortes, WA. 98221 Office (360) 293-5818</p>	<p style="text-align: center;"><b>Auburn</b></p> <p>CED 1411 "R" Street NW Auburn, WA 98001 Office (253) 939-0651 Fax (253) 939-6608 Contact: Will Sande</p>
<p style="text-align: center;"><b>Bremerton</b></p> <p>CED 4503 Auto Center Way PO Box 4160 Bremerton WA 98312 Office (360) 377-8585 Fax (360) 373-5065</p>	<p style="text-align: center;"><b>Burlington (dba All Phase Burlington)</b></p> <p>321 East Sharon Ave. Burlington, WA 98233 Office (360) 755-0831 Fax (360) 755-9749 Contact: Jeff Anderson</p>	<p style="text-align: center;"><b>Centralia</b></p> <p>CED 1138 S Gold St PO Box 657 Centralia WA 98531 Office (360) 736-8236 Fax (360) 736-6293</p>
<p style="text-align: center;"><b>Ellensburg</b></p> <p>CED 212 S Railroad Ave Ellensburg WA 98926 Office (509) 925-4537 Fax (509) 925-4337</p>	<p style="text-align: center;"><b>Everett</b></p> <p>CED 3614 Smith St Everett WA 98201 Office (425) 259-8135 Fax (425) 252-9344</p>	<p style="text-align: center;"><b>Kent (Seattle)</b></p> <p>CED 6409 So. 194th. St. Kent, WA. 98032 Office (253) 893-7333</p>
<p style="text-align: center;"><b>Lewiston</b></p> <p>CED 219 Snake River Ave Lewiston ID 83501 Office (208) 743-2531 Fax (208) 746-6882</p>	<p style="text-align: center;"><b>Longview</b></p> <p>CED 1154 12<sup>th</sup> Ave PO Box 1099 Longview WA 98632 Office (360) 425-7370 Fax (360) 425-8938</p>	<p style="text-align: center;"><b>Moses Lake</b></p> <p>Inland Electrical Supply 701 W 3<sup>rd</sup> Ave Moses Lake WA 98837 Office (509) 765-1251 Fax (509) 765-1253</p>
<p style="text-align: center;"><b>Olympia (Lacey)</b></p> <p>CED 5320 Lacey Blvd SE Lacey, WA 98503 Office (360) 923-2345 Fax (360) 459-9750</p>	<p style="text-align: center;"><b>Port Angeles</b></p> <p>CED 3456 E. Hwy 101 Port Angeles, WA 98362 Office (360) 452-9706 Fax (360) 457-4510 Contact: Debbie Hutton</p>	<p style="text-align: center;"><b>Portland</b></p> <p>CED 910 NE 57<sup>th</sup> Ave, Suite 600 Portland, OR Office (503) 232-3142 Fax (503) 234-7308 Contact: S. Hardin</p>
<p style="text-align: center;"><b>Puyallup</b></p> <p>CED 110 - 23RD St. SE Puyallup, WA 98372 Office (253) 841-1995 Fax (253) 841-1961 Contact: Dave Schlumpberger</p>	<p style="text-align: center;"><b>Richland</b></p> <p>CED 1920 Fowler St. Richland, WA. 99352 Office: (509) 737-8282</p>	<p style="text-align: center;"><b>Spokane</b></p> <p>CED E 3717 Main St PO Box 3457 Spokane WA 99202 Office (509) 535-8891 Fax (509) 535-3745</p>
<p style="text-align: center;"><b>Tacoma</b></p> <p>CED</p>	<p style="text-align: center;"><b>Vancouver</b></p> <p>CED</p>	<p style="text-align: center;"><b>Wenatchee</b></p> <p>CED</p>

1914 Market St PO Box 1635 Tacoma WA 98402 Office (253) 383-5961 Fax (253) 383-0759	1321 NE 76 <sup>th</sup> St Ste G Vancouver WA 98665 Office (360) 694-6704 Fax (360) 695-8240	1420 N Miller St PO Box 1766 Wenatchee WA 98891 Office (509) 662-2129 Fax (509) 662-4776
	<p style="text-align: center;"><b>Yakima</b></p> CED 131 S 1 <sup>st</sup> Ave PO Box 1603 Yakima WA 98902 Office (509) 248-0872 Fax (509) 248-1633	



**Agenda Sheet for City Council Meeting of:**  
09/26/2016

<b>Date Rec'd</b>	8/10/2016
<b>Clerk's File #</b>	OPR 2013-0681
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR 2008-0050
<b>Project #</b>	
<b>Bid #</b>	3939-13
<b>Requisition #</b>	CR17104

<b>Submitting Dept</b>	RISK MANAGEMENT
<b>Contact Name/Phone</b>	TIM DUNIVANT X6845
<b>Contact E-Mail</b>	TDUNIVANT@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5800 THIRD PARTY ADMINISTRATION

**Agenda Wording**

Extend contract with Alternative Service Concepts, LLC (ASC), Nashville TN, for liability claims administration for two years beginning 11/1-16-10/31/18. Cost is \$293,652 for the first year, with a 3% increase the second year.

**Summary (Background)**

The contract allows for extensions. ASC has been administering the liability claims since 2002, and the staff recommends extending the contract for two years to receive the price break.

<b><u>Fiscal Impact</u></b>	<b><u>Budget Account</u></b>
Expense \$ 48,941.96 - 2016	# 5800-78100-18670-54620-99999
Expense \$ 295,120 - 2017	# 5800-78100-18670-54620-99999
Expense \$ 252,051 - 2018	# 5800-78100-18670-54620-99999
Select \$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	DUNIVANT, TIMOTHY	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	DUNIVANT, TIMOTHY	<b><u>Other</u></b>	08/08/16 Finance Committee
<b><u>Finance</u></b>	KECK, KATHLEEN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	rkokot@spokanecity.org	
<b><u>For the Mayor</u></b>	WHITNEY, TYLER	kkeck@spokanecity.org	
<b><u>Additional Approvals</u></b>		tdunivant@spokanecity.org	
<b><u>Purchasing</u></b>	WAHL, CONNIE	cwahl@spokanecity.org	
		Alternative Service Concepts, LLC	





**City of Spokane**

**CONTRACT AMENDMENT /  
EXTENSION**

Title: **ALTERNATIVE SERVICE CONCEPTS,  
LLC**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ALTERNATIVE SERVICES CONCEPTS, LLC**, whose address is 2501 McGavok Pike, Suite 802, Nashville, TN 37214 as ("**ASC**").

*WHEREAS, the parties entered into a Contract wherein ASC agreed to provide for the City CLAIMS MANAGEMENT SERVICES; and*

*WHEREAS, the Contract allows for two (2) one (1) year extensions upon mutual written approval of both parties with the total contract period not to exceed five (5) years; and*

*WHEREAS, the City shall receive a significant price break from ASC based on the City extending the Contract for a two (2) year period, Contract time for performance needs to be formally extended by this written document.*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated August 21, 2013 and October 8, 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. EFFECTIVE DATE.**

This Contract Extension shall become effective on November 1, 2016.

**3. EXTENSION.**

The contract documents are hereby extended and shall run through October 31 2018.

**4. AMENDMENT.** Section 2 of the Contract documents is amended to read as follows:

**2. CONTRACT TERM.** The Contract shall begin November 1, 2013 and run through October 31, 2016, unless terminated sooner. The Contract may be extended for ~~two (2) one (1) year periods~~ one two (2) year period, upon mutual written approval of both parties with the total contract period not to exceed five (5) years.

**4. COMPENSATION.**

The City shall pay an additional annual amount not to exceed TWO HUNDRED NINETY THREE THOUSAND SIX HUNDRED FIFTY ONE AND 76/100 DOLLARS (\$293,651.76) for the first year of the contract and THREE HUNDRED TWO THOUSAND FOUR HUNDRED SIXTY ONE AND 31/100 DOLLARS (\$302,461.31) for the second year of the contract extension.

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

**ALTERNATIVE SERVICE CONCEPTS, LLC**

By Pamela Frick 9/6/16  
Signature Date

Pamela Frick 9/6/16  
Type or Print Name

C.O.O.  
Title

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

[Signature]  
Assistant City Attorney

**Attachments that are part of this Contract Extension:**

16-148



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/06/2016

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

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

<b>PRODUCER</b> Willis of Tennessee, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 1-877-945-7378	<b>FAX (A/C, No):</b> 1-888-467-2378
	<b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A: Continental Insurance Company	35289
	INSURER B: Continental Casualty Company	20443
	INSURER C: Travelers Casualty and Surety Company of Amer	31194
	INSURER D: AIG Property Casualty Company	19402
	INSURER E:	
	INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER:** W1612590 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y		6016865512	03/10/2016	03/10/2017	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
							MED EXP (Any one person) \$ 15,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER:						\$	
A	<b>AUTOMOBILE LIABILITY</b>			6016865493	03/10/2016	03/10/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
							\$	
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			6016865509	03/10/2016	03/10/2017	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB						<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$10,000							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	N/A	6016865543	03/10/2016	03/10/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation and Employers Liability			6016865560	03/10/2016	03/10/2017	E.L. - Each Accident: \$1,000,000	
	Work Comp - Per Statute						E.L. - Disease Pol Limits: \$1,000,000	
							E.L. - Disease - Each Emp: \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 03/09/2016 WITH ID: W1344043.

## CERTIFICATE HOLDER

City of Spokane  
Attn: Tim Duniwant  
800 West Spokane Falls Blvd, 4th Floor  
Spokane, WA 99201-3362

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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**ENDORSEMENT# 14**

This endorsement, effective *12:01 am March 10, 2016* forms a part of  
policy number *01-209-02-13*  
issued to *ALTERNATIVE SERVICE CONCEPTS, LLC*

by *AIG Specialty Insurance Company*

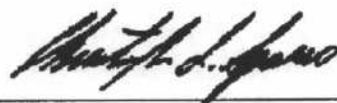
**CANCELLATION AMENDATORY ENDORSEMENT  
(BEST EFFORTS TO NOTIFY)**

In consideration of the premium charged, it is hereby understood and agreed that in the event this policy is canceled by the Company in accordance with paragraph (b) of Clause VII. CONDITIONS, Section 10. **CANCELLATION**, the Company will use its best efforts to deliver to the entity listed below written notice stating when, not less than sixty (60) days thereafter (ten (10) days in the event of cancellation by the Company for non-payment of premium), the cancellation shall be effective:

City of Spokane, Attn: Tim Dunivant  
800 West Spokane Falls Blvd, 4th Floor  
Spokane, WA 99201

Provided, however, that any failure to notify such entity shall not impair or delay the effectiveness of any such cancellation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE  
Or Countersignature (In states where applicable)

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**END 14**

MNSCPT



**Agenda Sheet for City Council Meeting of:**  
09/26/2016

<b>Date Rec'd</b>	6/24/2015
<b>Clerk's File #</b>	OPR 2016-0735
<b>Renews #</b>	

<b>Submitting Dept</b>	WASTEWATER MANAGEMENT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	MIKE CANNON 625-4642	<b>Project #</b>	
<b>Contact E-Mail</b>	MCANNON@SPOKANECITY.ORG	<b>Bid #</b>	3956-13
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	VALUE BLANKET
<b>Agenda Item Name</b>	4320 CONTRACT RENEWAL SODIUM HYPOCHLORITE FOR RPWRF		

**Agenda Wording**

Contract Renewal for Olin Corporation/DBA Olin Chlor Alkali Products(Tracy, CA) to supply Sodium Hypochlorite to the Riverside Park Water Reclamation Facility (RPWRF) from 8/1/2016 through 7/31/2017 - 1 Year cost: \$212,788.13 including tax.

**Summary (Background)**

In 2013, a two year contract was awarded to Olin Chlor Alkali Products, as low bidder among five respondents. The original contract expired July 31, 2015 and provided for three additional one year renewal options. This is the second available renewal. The vendor, Olin Chlor Alkali Products, has submitted a quote to supply the product at a 5.89% increase in price. Olin Chlor Alkali Products will supply approximately 217,750 gallons of product during the one year extension at a cost of \$0.899

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Expense	\$ 212,788.13	#	4320-43210-35148-53203
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	CONKLIN, CHUCK	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	GIMPEL, KEN	<b><u>Other</u></b>	PW 8-22-16
<b><u>Finance</u></b>	KECK, KATHLEEN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	WHALEY, HUNT	kbustos@spokanecity.org	
<b><u>For the Mayor</u></b>	WHITNEY, TYLER	Tax & Licenses	
<b><u>Additional Approvals</u></b>		hbarnhart@spokanecity.org	
<b><u>Purchasing</u></b>	WAHL, CONNIE	JMSchabacker@olin.com	
		lberry@spokanecity.org	
		cwahl@spokanecity.org	
		mcannon@spokanecity.org	



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

per gallon resulting in an increase in 5.89% over the current contract renewal for a total of \$212,788.13, including tax. The renewal will begin August 1, 2016 and will terminate July 31, 2017, with one, one-year renewal option remaining.

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

**Distribution List**


**BRIEFING PAPER**  
**Public Works Committee**  
**Riverside Park Water Reclamation Facility**  
**August 22, 2016**

---

**Subject**

Contract renewal to purchase Sodium Hypochlorite for the Riverside Park Water Reclamation Facility.

**Background**

In 2013, a two year contract was awarded to Olin Chlor Alkali Products, as low bidder among five respondents. The original contract expired July 31, 2015 and provided for three additional one year renewal options. This is the second available renewal.

The vendor, Olin Chlor Alkali Products, has submitted a quote to supply the product at a 5.89% increase in price.

Olin Chlor Alkali Products will supply approximately 217,750 gallons of product during the one year extension at a cost of \$0.899 per gallon resulting in an increase in 5.89% over the current contract renewal for a total of \$212,788.13, including tax. The renewal will begin August 1, 2016 and will terminate July 31, 2017, with one, one-year renewal option remaining.

**Impact**

Sodium Hypochlorite replaced gaseous chlorine in 2006 and is a much safer method to use for disinfecting effluent from the RPWRF.

**Action**

Recommend approval.

**Funding**

This contract is budgeted in the Wastewater budget.



City Clerk's No. \_\_\_\_\_

**City of Spokane**

**CONTRACT EXTENSION #2 OF 3  
WITH COST**

**Title: Sodium Hypochlorite Solution for RPWRF**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **OLIN CORPORATION DBA OLIN CHLOR ALKALI PRODUCTS**, whose address is 26700 South Banta Road, Tracy, California 95304 as ("**Vendor**").

*WHEREAS, the parties entered into a Contract wherein the **Vendor** agreed to sell to the City SODIUM HYPOCHLORITE SOLUTION; and*

*WHEREAS, the original Contract allows up to three (3) additional one (1) year terms; and*

*WHEREAS, the parties would like to extend the Contract and the period for performance needs to be formally extended by this written document.*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated September 26, 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. EFFECTIVE DATE.**

This Contract Extension shall become effective on August 1, 2016.

**3. EXTENSION.**

The contract documents are hereby extended and shall run through July 31, 2017.

**4. COMPENSATION.**

The City shall purchase approximately Two Hundred Seventeen Thousand Seven Hundred Fifty (217,750) gallons of sodium hypochlorite solution at a cost of \$0.899 per gallon for a maximum annual amount not to exceed ONE HUNDRED NINETY FIVE THOUSAND SEVEN HUNDRED FIFTY SEVEN AND 25/100 DOLLARS (\$195,757.25), plus tax for everything furnished and done under this Contract Extension.

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



**VENDOR**

By

Signature

Date

Type or Print Name

Title

*John M. Schabacker* 7/21/16  
*John M. Schabacker*  
*Business Director*

**CITY OF SPOKANE**

By

Signature

Date

Type or Print Name

Title

Attest:

City Clerk

Approved as to form.

Assistant City Attorney

*John M. Schabacker*

**Attachments that are part of this Contract Extension:**

Vendor renewal proposal dated June 29, 2016

16-2074

June 29, 2016

Ms. Heather Barnhart,  
Warehouse and Yards, Foreperson  
City of Spokane  
Riverside Park WRF  
4401 n. Aubrey L. White Parkway  
Spokane, WA 99205

Re: Contract for Bid No. 3956-13 – Sodium Hypochlorite 2016/17 Renewal

Dear Heather,

Olin thanks the City of Spokane for your business these past years and per your request we offer the following renewal terms for the coming year as allowed for under our original agreement.

The chemicals market has been increasing again this year and costs of chlorine and caustic soda raw materials for bleach and fuel for transportation have risen (see attached independent documentation). As a result, our supplier announced, hypo increases this year effective 7/1/16 (see attached). We have honored firm prices this past year even as our costs have risen and we ask the city to allow Olin to recover some cost adjustments this coming contract year. Below shows some historical pricing perspective and proposed renewal pricing effective August 1, 2016.

<b>Spokane Hypo Pricing (+ tax)</b>	<b><u>2013/14 Bid</u></b>	<b><u>2014/15</u></b>	<b><u>2015/16</u></b>	<b><u>2016/17 proposal</u></b>
	<b>\$0.756</b>	<b>No change</b>	<b>\$0.849</b>	<b>\$0.899</b>
<b><i>Second low bidder</i></b>	<b><i>\$0.861</i></b>			

This price adjustment amounts to only about 4.7% annually over the four years of this agreement and still only 4% higher than the second low bid three years ago. We hope that the city recognizes Olin's desire to try and minimize these impacts to you. If this is agreeable to you, then please confirm back by written confirmation within fifteen (15) days from the date of this letter so that we may lock our vendors costs in and protect you from any potential further cost changes.

Olin sincerely appreciates being your supplier and we look forward to another year working with the city. Please contact me at 209.221.8265 if you have any questions.

Regards,



John M. Schabacker  
Business Director  
[jmschabacker@olin.com](mailto:jmschabacker@olin.com)

cc: Ross Borch, Account Manager



June 24, 2016

Olin Chlor Alkali Products & Vinyls  
P.O. Box 86  
Henderson, NV 89009  
Attention: Nick Pregman, Account Manager- West

Subject: Sodium Hypochlorite (Bleach) Price Increase

Dear Mr. Pregman,

Effective 7/1/16, the cost of 12.5% sodium hypochlorite will increase significantly for all customers in the Pacific Northwest service area. The new pricing for specific customers will be sent in a separate email.

These cost increases are due to recent dynamic changes in the supply of chlor alkali products in the western United States, as a result of, mergers & acquisitions; production capacity rationalization and order control.

Thank you for your understanding and continued business.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "D. Valeron", with a long horizontal flourish extending to the right.

David E. Valeron  
Vice President- Sales  
Hasa, Inc.

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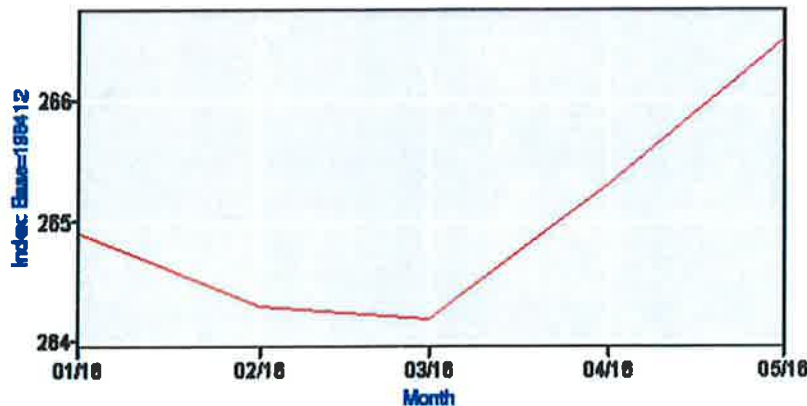
### Producer Price Index Industry Data

Series Id: PCU325---325---

Industry: Chemical mfg

Product: Chemical mfg

Base Date: 198412


 Download: [Excel](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	264.9	264.3(P)	264.2(P)	265.3(P)	266.5(P)							

P : Preliminary. All indexes are subject to revision four months after original publication.

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### Producer Price Index-Commodities

#### 1-Month Percent Change

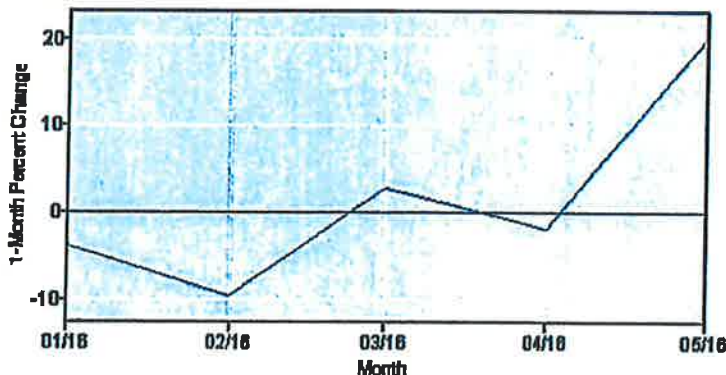
Series Id: WP9057303

Seasonally Adjusted

Group: Fuels and related products and power

Item: No. 2 diesel fuel

Base Date: 198200

Download: [Excel](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	-3.7	-9.5(P)	2.8(P)	-1.8(P)	20.0(P)							

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## Global Chlor-Alkali

## Monthly Market Summary

Issue 53 | 27 May 2016

ihs.com/chemical

## Global Chlor-Alkali Market Highlights

	Demand	Price
<b>Caustic Soda</b>		
<b>North America:</b> Strong U.S. export demand has reduced the availability of caustic in the domestic market, which is beginning to see its typical summer increase. Supply chains are beginning to become more normalized after the explosion at Pajaritos VCM site in Veracruz, Mexico. Five U.S. producers have announced price increases of \$40 to 45 per DST for July, in addition to the second quarter price increases. May contract prices in the USGC were up by \$5-20 per DST.	↗	↗
<b>Latin America:</b> Producers have been running at low rates due to weak domestic demand. The chlor-alkali and vinyl chain in Brazil is evolving as UniparCarbocloro has announced plans to purchase Solvay's stake in Solvay Indupa..	↘	↔
<b>Europe:</b> The caustic soda market in Northwest Europe has become more balanced although some issues have emerged. Although influenced by the arrival of a number of vessels from the U.S., the Southern European market appears to be stable in terms of prices. The spot export activity has restarted in Northwest Europe following improved availability and prices are up. Meanwhile, prices in the Med are also increasing following limited availability.	↔	↔
<b>Asia:</b> Export prices have continued to strengthen. Meanwhile, buying interest for smaller parcels has remained strong. The recent surge in caustic consumption by the alumina sector coupled with the recent drop in vinyl and chlorine prices in China has supported caustic prices. However, very limited caustic has been available for the export market from outside China during the turnaround period and this is expected to persist until June.	↗	↗
<b>Chlorine</b>		
<b>North America:</b> US chlorine operating rates were down in April, as producers continued with planned maintenance outages. At the same time, most chlorine end uses are exhibiting stronger demand in May, supported in part by water treatment season on the West Coast and Gulf Coast.	↗	↗
<b>Europe:</b> Production for March reached 803,921 mt, 2.2% lower than in March 2015. The average daily production of 25,933 mt was 6.6% lower than in the previous month. Operating rates at chlor-alkali plants were 79%. Ercores has announced the expansion of its membrane capacity in Spain. Contract prices are unchanged for 2016.	↔	↔
<b>Vinyls*</b>		
<b>North America:</b> PVC production was reduced in April due to maintenance outages. Resin supply continued snug during May. Producers are pushing to achieve higher prices in the next few months.	↑	↗
<b>Europe:</b> The PVC market is balanced-to-tight. This is a function of supply-side constraints, but should ease gradually in the short-term. Demand is unremarkable, and below expectations for some large converters. Contract price increases are assured in May, but buyer resistance and more competitive offers will likely limit producer margin gain.	↗	↗
<b>Asia:</b> The PVC market trend has shifted downward across Asia as business has progressed from May to June. Given factors such as a longer supply/demand balance in India, softening ethylene feedstock prices, and weakening demand across the rest of Asia, suppliers have been obliged to reduce their PVC prices by \$20-30 per mt for June delivery.	↔	↗
<b>KOH</b>		
<b>North America:</b> US KOH demand leveled off in May after a pickup in April, primarily from Ag fertilizer. Despite some upward pressure on raw material pricing, prices rolled over from April.	↔	↔
<b>HCl</b>		
<b>North America:</b> The hydrochloric acid market remained weak in May, with increased supply of by-product acid and soft demand. Prices were unchanged, but increased downward pressure might cause further reductions in the short term.	↔	↔

\*Vinyls Demand and Price arrows are indications for PVC

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## ► Contacts

Stein Raas (Global)	Stein.Raas@ihs.com, +44 20 3159 3376
Pinar Salta (Americas)	Pinar.Salta@ihs.com, +1 832 679 7235
Vincent Ledoux Pedalies (Europe)	Vincent.LedouxPedalies@ihs.com, +44 20 3159 3616
George Eisenhauer (North America)	George.Eisenhauer@ihs.com, +1 832 618 8592
Eddie Kolk (Asia)	Eddie.Kolk@ihs.com, +65 6439 6060
Rina Quijada (Americas)	Rina.Quijada@ihs.com, +1 832 618 8586

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# Prices

## IHS CHEMICAL CAUSTIC SODA PRICES

May 2016

					Change from previous month:
<b>NORTH AMERICA</b>					
Caustic Soda (1, 8)	Contract Lq. Index	595 - 635	US\$ per dst, FOB USGC	20 - 20	↑
Caustic Soda (2, 8)	Contract	460 - 490	US\$ per dst, Ex-tank U.S. West Coast	0 - 5	↑
Caustic Soda (2, 8)	Contract	495 - 545	US\$ per dst, Ex-tank U.S. Midwest	15 - 5	↑
Caustic Soda (2, 8)	Contract	560 - 595	US\$ per dst, Ex-tank U.S. Northeast	35 - 30	↑
Caustic Soda (2, 8)	Contract	380 - 415	US\$ per dst, Ex-tank U.S. Southeast	25 - 25	↑
Caustic Soda (2, 3, 8)	Spot Domestic	270 - 285	US\$ per dst, FOB USGC	35 - 0	↑
Caustic Soda (2, 4, 8)	Spot Export	270 - 295	US\$ per dmt, FOB USGC	35 - -5	↑
Caustic Soda (2, 6)	Spot Total	245 - 285	US\$ per dst, FOB USGC	32 - 0	↑
Caustic Soda (8)	Premium	10	US\$ per dst, Membrane over Diaphragm	0	↔
<b>EUROPE</b>					
Caustic Soda (8)	Contract	475 - 485	€ per dmt, FD Continental Europe	0 - 0	↔
Caustic Soda, Pearls (8)	Contract	510 - 550	€ per mt, FD Continental Europe	0 - 0	↔
Caustic Soda (2, 8)	Spot Export	300 - 330	US\$ per dmt, FOB NW Europe	20 - 20	↑
Caustic Soda (2, 8)	Spot Export	320 - 330	US\$ per dmt, FOB Mediterranean/Black Sea	20 - 20	↑
Caustic Soda, Pearls (2, 8)	Spot Export	520 - 560	US\$ per mt, FOB Europe	0 - 0	↔
Caustic Soda (8)	Contract	380 - 395	€ per dmt, Nordic, FOB NW Europe	0 - 0	↔
Caustic Soda (8)	Contract	485 - 475	€ per dmt, FD Belgium	0 - 0	↔
Caustic Soda (8)	Contract	480 - 490	€ per dmt, FD France	0 - 0	↔
Caustic Soda (8)	Contract	480 - 490	€ per dmt, FD Germany	0 - 0	↔
Caustic Soda (8)	Contract	425 - 445	€ per dmt, FD Hungary	0 - 0	↔
Caustic Soda (8)	Contract	360 - 370	€ per dmt, FD Italy	0 - 0	↔
Caustic Soda (8)	Contract	480 - 490	€ per dmt, FD Netherlands	0 - 0	↔
Caustic Soda (8)	Contract	405 - 415	€ per dmt, FD Poland	0 - 0	↔
Caustic Soda (8)	Contract	21000 - 32000	RBL per dmt, Ex-Plant Russia	0 - 0	↔
Caustic Soda (8)	Contract	410 - 420	€ per dmt, FD Spain	0 - 0	↔
Caustic Soda (8)	Contract	540 - 560	€ per dmt, FD Sweden	0 - 0	↔
Caustic Soda (7, 8)	Contract	455 - 485	£ per dmt, FD UK	0 - 0	↔
<b>ASIA</b>					
Caustic Soda (8)	Contract	350 - 380	US\$ per dmt, Delivered Taiwan	0 - -10	↓
Caustic Soda (8)	Contract	35 - 45	¥ per dry kg, Delivered Japan	0 - 0	↔
Caustic Soda (8)	Spot	295 - 298	US\$ per dmt, FOB NE Asia	8 - 3	↑
Caustic Soda (8)	Spot	335 - 340	US\$ per dmt, CFR SE Asia	0 - -10	↓
Caustic Soda (8)	Spot Domestic	900 - 995	RMB per lmt, Ex-tank China	25 - 55	↑
Caustic Soda (8)	Spot Domestic	24.0 - 27.0	INR per dry kg, Ex-Plant India	-2 - -3	↓
Caustic Soda (8)	Spot Domestic	2700 - 3100	IDR per liquid kg, FD Indonesia	-100 - -100	↓
Caustic Soda (8)	Spot Domestic	380 - 430	KRW per dry kg, Ex-tank South Korea	0 - 0	↔
Caustic Soda (8)	Spot Domestic	700 - 790	MYR per lmt, FD Malaysia	-50 - -10	↓
Caustic Soda (8)	Spot Domestic	520 - 560	SGD per dmt, FD Singapore	0 - 0	↔
Caustic Soda (8)	Spot Domestic	5.40 - 5.70	NTD per liquid kg, FD Taiwan	-0.1 - 0.0	↓
Caustic Soda (8)	Spot Domestic	7500 - 7700	THB per lmt, FD Thailand	0 - 0	↔
<b>LATIN AMERICA</b>					
Caustic Soda (8)	Spot Domestic	500 - 555	US\$ per dmt, Ex-tank Brazil	10 - 10	↑
Caustic Soda (8)	Spot Import	350 - 380	US\$ per dmt, CFR Santos (Brazil)	30 - 30	↑
Caustic Soda (8)	Contract	675 - 750	US\$ per dmt, Ex-tank Mexico	0 - 0	↔
<b>CAUSTIC SODA TO ALUMINA</b>					
Caustic Soda (8)	Contract	292.50	US\$ per dmt, FOB Northeast Asia, Q4 2015		
Caustic Soda (8)	Contract	285	US\$ per dmt, FOB Middle East, Q2 2016		
<b>EXCHANGE RATES (per US\$) ¥: 107.3 £: 0.69 €: 0.88</b>					

## Notes:

(1) U.S. caustic is sold on a 76% Na<sub>2</sub>O basis. (2) Lifted during the month.

(3) Excludes spot export. (4) Excludes spot domestic.

(5) FOB TX &amp; Louisiana producer's plant. Sales to large buyers via pipeline. (6) 45% solution. Cents per LB = US\$ per 100 weight.

Benchmark prices are negotiated transactions during the month. (7) Post-discount

before caps &amp; discounts. (8) Available online via Price &amp; Economics Database.

## IHS CHEMICAL CHLOR-ALKALI PRODUCT PRICES

May 2016

NORTH AMERICA				Change from previous month:	
Chlorine (5, 8)	Contract	285 - 310	US\$ per st, FOB U.S. Gulf Coast	5 - 0	↑
Chlorine (5, 8)	Spot	170 - 190	US\$ per st, FOB U.S. Gulf Coast	0 - 0	↔
HCl Midwest (8)	Contract	130 - 150	US\$ per Solution st, Trucks Delivered, 22 Be	0 - 0	↔
HCl Northeast	Contract	125 - 140	US\$ per Solution st, Trucks Delivered, 22 Be	0 - 0	↔
HCl Southeast	Contract	120 - 135	US\$ per Solution st, Trucks Delivered, 22 Be	0 - 0	↔
HCl Gulf Coast	Contract	80 - 105	US\$ per Solution st, Trucks Delivered, 22 Be	0 - 0	↔
HCl West Coast	Contract	90 - 115	US\$ per Solution st, Trucks Delivered, 22 Be	0 - 0	↔
HCl Ohio Valley	Contract	115 - 135	US\$ per Solution st, Trucks Delivered, 22 Be	0 - 0	↔
Potassium Hydroxide (KOH) (6)	Contract	34 - 37	Cents per lb, FOB Midwest	0 - 0	↔
EUROPE					
Potassium Hydroxide (KOH), Liquid	Contract	405 - 425	€ per lmt FD	0 - 0	↔
Potassium Hydroxide (KOH), Flakes	Contract	880 - 925	€ per mt FD	0 - 0	↔
Sodium Sulfate	Contract	120 - 160	€ per mt FD (bulk)	0 - 0	↔
Sodium Sulfate	Contract	155 - 185	€ per mt FD (bagged)	0 - 0	↔

EXCHANGE RATES (per US\$) ¥: 107.3 £: 0.69 €: 0.88

## Notes:

- (1) U.S. caustic is sold on a 76% Na<sub>2</sub>O basis. (2) Lifted during the month.  
 (3) Excludes spot export. (4) Excludes spot domestic.  
 (5) FOB TX & Louisiana producer's plant. Sales to large buyers via pipeline. (6) 45% solution. Cents per LB = US\$ per 100 weight.  
 Benchmark prices are negotiated transactions during the month. (7) Post-discount before caps & discounts. (8) Available online via Price & Economics Database.

## Global Chlor-Alkali Market Report Commonly Used Abbreviations

The adjacent table defines the most commonly used abbreviations found throughout this report.

Abbreviation	Definition
opp	cent(s) per pound
dmt	dry metric ton(s)
dst	dry short ton(s)
fd	free delivered
kg	kilogram(s)
lb(s)	pound(s)
lkg	liquid kilogram(s)
lmt	liquid metric ton(s)
mt	metric ton(s)
st	short ton(s)



## North America

### USGC QUARTERLY PRICE FORECAST

	Current Price	2016 Qtr-2	Qtr-3	Qtr-4	2017 Qtr-1
<b>Energy</b>					
West Texas Intermediate (Spot; \$/Barrel)	46.70	45.43	50.39	48.21	52.75
Natural Gas, (\$/Million BTU; U.S. Gulf Coast Burner tip)	2.08	2.04	2.20	2.38	2.75
U.S. Electricity, (Cents/kilowatt hour) (1)	2.28	2.25	2.36	2.49	2.75
<b>US Chlor-Alkali (US Dollars Per Short Ton, FOB USGC)</b>					
HCl (Short soln ton, del'd St. Louis/Chicago, 22 Be)	130 - 150	138	130	135	140
Caustic (CSL, Dry Short Ton, FOB USGC)	595 - 635	615	675	615	625
Chlorine (Chemicals; forecast is based on average)	285 - 310	303	332	320	315
ECU (2) (based on CSL)	974	979	1,074	997	1,003
ECU average Cash Margin (based on IHS Chemical diaphragm model)	379	379	398	392	382

(1) Typical natural gas to cogen power. Calculated (not discovered) electricity price. (2) Calculated ECU, does not represent market value for an ECU buyer.

## Chlorine

### Price / Cost / Margin

Chlorine producers were able to achieve a modest increase in April and May and will continue to push for higher prices throughout the second quarter. On average, contract chlorine prices were flat to \$5 higher per st in May.

The application of a \$25–30 per st chlorine price increase was not uniform, and one producer has not supported the announced price increase. Some buyers indicated they accepted a minor increase on 1 May, but many buyers do not expect further price increases on 1 June. Those customers with quarterly price terms will likely see the remainder of the increase applied on 1 July.

#### US Chlorine Prices US\$ Per Short Ton May 2016

Chemicals	285-295
Bleachers, re-packers, etc.	285-310
Weighted average	293.75

While some merchant chlorine contracts still have some sort of extended price protection, there are some buyers who have accepted the 30-day contract provision. The majority of chlorine sold and delivered by pipeline usually has minimal price revision terms for extended periods. In a rising price environment, pipeline pricing moves upward, usually by previously agreed to amounts (caps) at the contractually specified timing.

Some producers are determined in their efforts to gain acceptance of higher pricing. One producer has announced a price increase of \$20 per st (Canada: C\$25 per mt) for immediate application or as contracts allow. Demand for chlorine into vinyls and other end uses, such as isocyanates, will likely support further price increases.

There were no spot chlorine sales reported in May. Therefore, the rollover range was \$170–190 per st. Spot chlorine demand tends to occur only when a significant supply shortage is affecting customers.

**Notice to clients of the termination of the spot chlorine price quotation:** Please be advised that IHS intends to discontinue the spot chlorine price quotation for the USGC effective 31 December 2016. The last chlorine spot price posting will be published with the December 2016 issue of the Global Chlor-Alkali Report and the 16 December 2016 issue of the Americas Chlor-Alkali Weekly. Please do not hesitate to contact us directly with any questions or concerns regarding this change.

### Supply / Demand

April chlorine operating rates were lower than March, as vinyls maintenance outages temporarily reduced chlorine demand. May chlor-alkali operating rates are expected to increase, owing to increased seasonal demand. The adjacent table shows the recent history in operating rates in the United States and production figures.

## Caustic soda

### Price / Cost / Margin

Notice to clients of a non-market adjustment to the IHS Chemical US Caustic Soda Contract Liquid Index (CSLi): Please be advised that IHS Chemical intends to make a non-market adjustment to the published contract price index for the domestic US CSLi, which is posted as \$ per DST FOB USGC. The level of the price adjustment will be announced in the June 2016 edition of the Global Chlor-Alkali Report and in the 1 July 2016 edition of the Americas Chlor-Alkali Weekly Report. At that time, a table will be published showing current and calculated historical adjusted values and current and historical values of the CSLi. The adjusted CSLi will completely replace the non-adjusted CSLi, effective with the January 2017 contract price settlement. The current, non-adjusted index will no longer be published after January 2017. Please do not hesitate to contact us directly with any questions or concerns regarding this change.

#### Monthly Caustic Market Scoreboard

Item	Direction	Price Effect	Comment
Operating Rates	↗	↓	The conclusion of planned chlor-alkali and derivative outages increased operating rates
Inventory Level	↓	↗	Continued strong export demand absorbs the higher production volume
Export Availability	↓	↗	Record exports in the first quarter and strong exports in the second quarter
PVC Demand	↗	↓	Continued higher vinyls demand
Pulp Demand	↔	↔	Pulp demand is equivalent to last month
Alumina Demand	↓	↓	Alumina curtailments are reducing domestic caustic demand

Producers continued to apply portions of the announced \$75 per dst second-quarter price increase. The application of the price increase has not been uniform and ranged from zero to \$30 per dst in April and zero to \$25 per dst in May. The larger price increases in May were attributable to buyers who did not take a price increase in April. However, on average the achieved increase was between \$35 and \$40 per dst over the two months. Some buyer received less than the published range and some buyers received the full announced price increase. Producers are expected to implement the full \$20 per dst increase announced for June. Some buyers have been successful at swapping suppliers, whether that is a producer or distributor, to keep their prices stable. Producers are expected to keep pushing for higher prices during the second quarter, based on support from a tightening supply/demand balance. Buyers are anticipated to continue to resist the price-increase efforts, but higher demand for exports to Mexico and Brazil will likely thwart this resistance, even though there is a new national distributor in the market looking for market share. Five producers have announced a new price increase of \$40 to \$45 per dst for immediate application or as contracts allow. Other producers are anticipated to announce price increases as well.

#### Contract Price Increase Announcement, Caustic Soda (\$/DST)

Company	Announced Date	Effective Date				Total Announced Increase
		April 1st	May 1st	June 1st	July 1st	
Oxy	Feb/Mar/May	30	25	20	40	115
Olin	Feb/Mar/Apr/May	30	25	30	40	125
Axial	Feb/Apr/May	30	25 (1)	20 (1)	45	120
Westlake	Feb/Mar/May	40	35		40	115
Fomosa	Feb/Apr/May	35		40	40	115
Shintech	Mar/May	30		40		70
Canexus (2)	Feb	80				30

Note: (1) TVA renewal. Effective immediately once contract permits. (2) West Coast only.

IHS Chemical is changing the maximum part of the range of the Caustic Soda Contract Liquid Index for May due to final confirmation of market movement. We apologize for the inconvenience. The Caustic Soda Contract Liquid Index (CSLi) for May is now quoted between \$595 and \$635 per dst FOB USGC, before discounts. The CSLi is an index more representative of month-to-month movement in the market for contract volumes of liquid 50% caustic soda, whether negotiated monthly or quarterly. The discovered price range published for USGC activity may not reflect nor capture all the actual transacted prices that occur in the market, so it is meant to serve only as a benchmark. US spot domestic barges were quoted in a range of \$270 and \$285 per dst FOB USGC, and spot activity was intermittent. Most of the activity was on the river to buyers in the Midwest.

Midwest terminal prices have moved up \$15 to \$25 per dry short ton in May and were quoted in a range of \$495 and \$545 per dst ex-tank. Higher-priced supply from the USGC is moving prices higher in the region as lower-priced caustic inventories are being depleted.



**Agenda Sheet for City Council Meeting of:**  
09/26/2016

<b>Date Rec'd</b>	8/22/2016
<b>Clerk's File #</b>	OPR 2016-0736
<b>Renews #</b>	

<b>Submitting Dept</b>	WASTEWATER MANAGEMENT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	MIKE CANNON 625-4642	<b>Project #</b>	
<b>Contact E-Mail</b>	MCANNON@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	4320 CONTRACT RENEWAL SODIUM BISULFITE SOLUTION FOR RPWRF		

**Agenda Wording**

Contract renewal for Two Rivers Terminal, LLC (Pasco, WA) to supply Sodium Bisulfite to the Riverside Park Water Reclamation Facility (RPWRF) from 8/15/16 through 8/14/2017 - 1 Year cost : \$183,703.00 including tax.

**Summary (Background)**

RPWRF injects sodium bisulfite to neutralize the toxic chlorine used for disinfection to avoid harming aquatic life in the Spokane River. In 2013, a two year contract was awarded to Two Rivers Terminal, as low bidder among three respondents. The current contract expired August 14, 2015 and provided for three additional one year renewal options. This is the second available renewal. Two Rivers Terminal will supply approximately 130,000 gallons during the year contract, with no price increase, at a cost of \$1.30 per gallon for an estimated cost of \$183,703, including tax. The renewal will begin August 15, 2016 and will terminate August 14, 2017, with one-one year renewal option remaining.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Expense	\$ 183,703.00	#	4320-43210-35148-53203
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	CONKLIN, CHUCK	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	GIMPEL, KEN	<b><u>Other</u></b>	PW 8/22/16
<b><u>Finance</u></b>	KECK, KATHLEEN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	WHALEY, HUNT	kbustos@spokanecity.org	
<b><u>For the Mayor</u></b>	WHITNEY, TYLER	Tax & Licenses	
<b><u>Additional Approvals</u></b>		hbarnhart@spokanecity.org	
<b><u>Purchasing</u></b>		lberry@spokanecity.org	
		cwahl@spokanecity.org	
		mcannon@spokanecity.org	
		traviso@tworiversterminal.com	



**BRIEFING PAPER**  
**Public Works Committee**  
**Riverside Park Water Reclamation Facility**  
**August 22, 2016**

---

**Subject**

Contract Renewal with Two Rivers Terminal to purchase Sodium Bisulfite for the Riverside Park Water Reclamation Facility at a cost of \$183,703, tax included.

**Background**

RPWRF injects sodium bisulfite to neutralize the toxic chlorine used for disinfection to avoid harming aquatic life in the Spokane River. In 2013, a two year contract was awarded to Two Rivers Terminal, as low bidder among three respondents. The current contract expired August 14, 2015 and provided for three additional one year renewal options. This is the second available renewal.

Two Rivers Terminal will supply approximately 130,000 gallons during the year contract, with no price increase, at a cost of \$1.30 per gallon for an estimated cost of \$183,703, including tax. The renewal will begin August 15, 2016 and will terminate August 14, 2017, with one-one year renewal option remaining.

**Impact**

Sodium Bisulfite replaced gaseous Sulfur Dioxide in 2006, and is a much safer method to use for dechlorinating effluent from the water reclamation facility.

**Action**

Recommend approval.

**Funding**

This contract is budgeted in the Wastewater budget.



City Clerk's No. \_\_\_\_\_

City of Spokane

**PURCHASE AGREEMENT EXTENSION #2**

Title: **SODIUM BISULFATE SOLUTION 40% - FOR USE  
AT THE CITY'S RPWRF**

This Purchase Agreement Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **TWO RIVERS TERMINAL, LLC**, whose address is 3300-C North Glade Road, Pasco Washington 99301 as ("Vendor").

*WHEREAS, the parties entered into an Agreement wherein the Vendor agreed to provide SODIUM BISULFATE SOLUTION 40% - for use at the City's Riverside Park Water Reclamation Facility (RPWRF); and*

*WHEREAS, the original Agreement called for a possible three (3) one year Extensions upon mutual agreement of the parties, thus this Extension document is to put into effect the second of the available Extensions under the original Agreement; and*

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

**1. AGREEMENT DOCUMENTS.**

The Agreement, dated October 9, 2013 and October 13, 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. This Extension document is in accord with Vendor's May 11, 2016 letter to the City in agreement with this Extension and pricing to remain at the current agreed upon rates.

**2. EFFECTIVE DATE.**

This Agreement Extension shall become effective on August 15, 2016.

**3. EXTENSION.**

The contract documents are hereby extended and shall run through August 14, 2017.

**4. COMPENSATION.**

The City shall pay ONE AND 30/100 DOLLARS (\$1.30) PER GALLON, for a total annual Agreement amount not to exceed ONE HUNDRED EIGHTY THREE THOUSAND SEVEN HUNDRED THREE AND NO/100 DOLLARS (\$183,703.00), including taxes, for everything furnished and done under this Agreement Extension.

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

**TWO RIVERS TERMINAL, LLC**

By J. Owens 12 July 2016  
Signature Date

J. TRAVIS OWENS  
Type or Print Name

Account Manager  
Title

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Vendor's May 11, 2016 letter to the City agreeing to enter into this second Extension at the current rates

16-560a

## Barnhart, Heather

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**From:** Travis Owens <traviso@tworiversterminal.com>  
**Sent:** Friday, June 17, 2016 8:10 AM  
**To:** Barnhart, Heather  
**Subject:** RE: Sodium Bisulfite Contract Extension for City of Spokane - RPWRF

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good morning, Heather.

Yes, we would like to continue supplying SBS to the City of Spokane. Please exercise the one-year extension option on the current contract.

Thank you,  
Travis

---

**From:** Barnhart, Heather [<mailto:hbarnhart@spokanecity.org>]  
**Sent:** Thursday, June 16, 2016 2:51 PM  
**To:** Travis Owens  
**Subject:** Sodium Bisulfite Contract Extension for City of Spokane - RPWRF

Good afternoon!

The City is interested in renewing the attached contract (OPR 2013-0560) for one year. The current expiration date is August 14, 2016. Would you please confirm that Two Rivers Terminal is interested in retaining this business?

If you have any questions, please do not hesitate to let me know. Thank you!

Regards,

*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](mailto:hbarnhart@spokanecity.org)

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

09/26/2016

**Date Rec'd**

9/12/2016

**Clerk's File #**

OPR 2016-0371

**Renews #****Submitting Dept**

WATER &amp; HYDROELECTRIC SERVICES

**Contact Name/Phone**

JIM SAKAMOTO X7854

**Contact E-Mail**

JSAKAMOTO@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

4100 - LINCOLN HEIGHTS RESERVOIR ROOF REPAIR AMENDMENT

**Cross Ref #****Project #****Bid #**

4189-15

**Requisition #**

CONTRACT

**Agenda Wording**

An amendment to existing contract OPR 2016-0371 for roof repair and restoration of all seams on the Lincoln Heights Reservoir #1 roof with Sunvek, LLC (Elk, WA) not to exceed \$22,415.32 including applicable taxes.

**Summary (Background)**

Sealed bids were opened on November 15, 2015 (#4189-15) to provide repair work for the Lincoln Heights Reservoir #1 roof. The project was awarded to Sunvek, LLC as low bid. Original contract OPR 2016-0371 (\$79,598.00 including tax) was executed in May of this year. The additional funds requested on this amendment reflect a change in the sealant and sealing method to be used which will significantly reduce potential contamination of the reservoir tank interior.

**Fiscal Impact****Budget Account**

Expense \$ 22,415.32

# 4100-42460-34145-54802-99999

Select \$

#

Select \$

#

Select \$

#

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

KEGLEY, DANIEL

**Study Session****Division Director**

SIMMONS, SCOTT M.

**Other**

PWC 9/12/2016

**Finance**

KECK, KATHLEEN

**Distribution List****Legal**

DALTON, PAT

JOSHUAS@SUNVEK.US

**For the Mayor**

WHITNEY, TYLER

JSAKAMOTO@SPOKANECITY.ORG

**Additional Approvals**

HMCLEAN@SPOKANECITY.ORG

**Purchasing**

WAHL, CONNIE

TPRINCE@SPOKANECITY.ORG

SJOHNSON@SPOKANECITY.ORG



**BRIEFING PAPER**  
**Public Works Committee**  
**Water Department**  
**September 12, 2016**

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**Subject**

An amendment to existing contract OPR 2016-0371 for roof repair and restoration of all seams on the Lincoln Heights Reservoir #1 roof with Sunvek, LLC (Elk, WA) not to exceed \$22,415.32 including applicable taxes.

**Background**

Sealed bids were opened on November 15, 2015 (#4189-15) to provide repair work for the Lincoln Heights Reservoir #1 roof. The project was awarded to Sunvek, LLC as low bid. Original contract OPR 2016-0371 (\$79,598.00 including tax) was executed in May of this year.

The additional funds requested on this amendment reflect a change in the sealant and sealing method to be used which will significantly reduce potential contamination of the reservoir tank interior.

**Impact**

This amendment will support the complete repair of the Lincoln Heights Reservoir #1 roof in a manner with reduced environmental impact.

**Action**

Recommend approval.

**Funding**

All funding for this amendment (as with the original contract) will be from the Water Department repair and maintenance budget.

**City of Spokane Water Department**

**CONTRACT AMENDMENT**

**Title: LINCOLN HEIGHTS RESERVOIR ROOF REPAIR /  
RESTORATION**

This Contract Amendment is made and entered into by and between the **City of Spokane Water Department** as ("City"), a Washington municipal corporation, and **SUNVEK LLC**, whose address is, 2382 Allen Road, Elk, Washington 99009, as ("Contractor").

*WHEREAS, the parties entered into a Contract resulting from the City's RFB # 4189-15 wherein the Contractor agreed to provide for the City the proper execution and completion of the work described in the bid specifications entitled LINCOLN HEIGHTS RESERVOIR #1 ROOF REPAIR AND APPLICATION OF SEALANT; and*

*WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated April 7, 2016 and May 10, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on August 22, 2016.

**3. ADDITIONAL WORK.**

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

APPLICATION OF GACO WESTERN SF2000 SEAM SEAL TO ALL SEAMS TO BE REPAIRED ON LINCOLN HEIGHTS RESERVOIR #1, PRIOR TO APPLICATION OF U5677 SEALER AND E5320 PRIMER.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **TWENTY TWO THOUSAND FOUR HUNDRED FIFTEEN AND 32/100 DOLLARS (\$22,415.32)**, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**SUNVEK LLC**

By \_\_\_\_\_  
Signature

Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature

Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Amended Scope of Work document for SF2000 Seam Sealant Application

16-626



2382 Allen Rd  
Elk, WA 99009  
(509) 638-2282

**BILL TO**

# Proposal

DATE 6/7/2016

DUE DATE

## Job Location

Lincoln Heights Reservoir Roof Repair #1

DESCRIPTION	TAXED	AMOUNT
Apply Gaco Western SF2000 Seam Seal to all seams to be repaired on Lincoln Heights Reservoir #1 prior to application of u5677 sealer and E5320 primer.		
Seam seal to be applied to seams at the rate of approx. 1 gallon per 154 ft		
Labor and Materials		14,623.54
L&I and Overhead		3,308.00
15% markup		2,689.73
Josh Skoog Jr 6-7-2016		

The purpose of the seam seal is to prevent possible contamination of the interior of the tank with U5677 sealer and E5320 primer

Subtotal	20,621.27
Taxable	20,621.27
Tax rate	8.700%
Tax due	1,794.05
Down Payment	-
<b>TOTAL</b>	<b>\$ 22,415.32</b>

Make all checks payable to  
**SUNVEK**

If you have any questions about this invoice, please contact  
Josh Skoog (509)638-2282

**For roofing you can trust...select SUNVEK!**



**Agenda Sheet for City Council Meeting of:**  
09/26/2016

<b>Date Rec'd</b>	9/14/2016
<b>Clerk's File #</b>	OPR 2016-0737
<b>Renews #</b>	

<b>Submitting Dept</b>	FIRE	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DAVID 625-7080	<b>Project #</b>	
<b>Contact E-Mail</b>	DSTOCKDILL@SPOKANEFIRE.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	1970 - TRAFFIC SIGNAL PREEMPTION - SPOKANE COUNTY FIRE DISTRICT #10		

**Agenda Wording**

Approve an Interlocal Agreement with Spokane County Fire District #10 for use of the City of Spokane Opticom Traffic Signal Preemption System for Emergency Vehicles.

**Summary (Background)**

The Interlocal Agreement will allow Spokane County Fire District #10 to receive traffic signal priority via Opticom when on an emergency response within the City of Spokane. Emergency response by bordering Fire Districts has become more common due to our Mutual Aid and Automatic Aid agreements. This will contribute to a safer and more efficient response for apparatus from surrounding Fire Districts. We anticipate additional Opticom requests from bordering Fire Districts.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	WILLIAMS, BOBBY	<b>Study Session</b>	PSC 02/08/16
<b>Division Director</b>	WILLIAMS, BOBBY	<b>Other</b>	
<b>Finance</b>	KECK, KATHLEEN	<b>Distribution List</b>	
<b>Legal</b>	DALTON, PAT	dstockdill@spokanefire.org	
<b>For the Mayor</b>	WHITNEY, TYLER	klamoreaux	
<b>Additional Approvals</b>		korlob	
<b>Purchasing</b>			

**INTERLOCAL AGREEMENT  
TRAFFIC SIGNAL PREEMPTION FOR EMERGENCY VEHICLES**

THIS AGREEMENT entered into among SPOKANE COUNTY FIRE DISTRICT #10, a municipal corporation of the State of Washington, having offices for the transaction of business at 929 S. Garfield Road, Airway Heights, Washington 99001, hereinafter referred to as "SPOKANE COUNTY FIRE DISTRICT #10" and the CITY OF SPOKANE, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "CITY", jointly hereinafter referred to as the "parties", and individually a "party".

**WITNESSETH:**

WHEREAS, per the authority granted by RCW 39.34.010, it is the purpose of this chapter to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, it is in the parties best interest to work together on accomplishing the greatest good regarding the ongoing implementation and use of the traffic "Preempt System"; and

WHEREAS, it is mutually agreed that the City of Spokane Street Department, hereinafter referred to as "Street Department", will allow Traffic Signal Preemption for Emergency Vehicles, hereinafter referred to as "Preempt System" to be installed on City owned intersections to increase the safety of authorized fire emergency vehicles and the traveling public; and

WHEREAS, it is mutually agreed that the Street Department will purchase, install, operate, and maintain the Preempt System --NOW THEREFORE,

The parties do mutually agree as follows:

**SECTION NO. 1: PURPOSE**

The purpose of the Agreement is to set forth the parties understanding of the terms and conditions under which the CITY will acquire and allow Preempt System access at traffic signals to SPOKANE COUNTY FIRE DISTRICT #10.

**SECTION NO. 2 : DURATION**

This Agreement shall be effective at 12:01 A.M. on September 15th, 2016 and run until terminated by either party. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

**SECTION NO. 3 : RESPONSIBILITIES OF THE CITY**

- A. The Street Department shall be responsible for the purchase of the Preempt System components within the City limits. The CITY shall comply with all applicable legal procurement requirements;
- B. The Street Department shall be responsible for the installation and operation of the Preempt System within the City limits;
- C. If the Street Department determines that a violation of the attached version (Attachment "A") of the Street Department Policy "Use of Traffic Signal Preemption for Emergency Vehicles" (effective date September 1, 2007) has occurred by SPOKANE COUNTY FIRE DISTRICT #10, the procedures outlined in the policy shall be followed.

#### SECTION NO. 4: RESPONSIBILITIES OF SPOKANE COUNTY FIRE DISTRICT #10

- A. SPOKANE COUNTY FIRE DISTRICT #10 personnel shall follow the procedures outlined in the attached version of the Street Department Policy "Use of Traffic Signal Preemption for Emergency Vehicles" or SPOKANE COUNTY FIRE DISTRICT #10's Standard Operating Procedure (SOP) "Driving Procedures" whichever is more restrictive.

#### SECTION NO. 5: ADDITIONAL USERS

- A Prior to additional Preempt System users gaining access to the Preempt System, they shall be required to coordinate and cooperate with SPOKANE COUNTY FIRE DISTRICT #10 and the Street Department to ensure standardized Preempt System use, as well as confirming sufficient operational policies and operational protocols are in place.

#### SECTION NO. 6: NOTICES

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third (3<sup>rd</sup>) day following the day on which the same have been mailed by certified mail delivery, return receipt requested and postage prepaid addressed to the parties at the addresses set forth below, or at such other address as the parties shall from time-to-time designate by advanced notice in writing to the other parties:

CITY: Mayor or designee  
City of Spokane  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201

Street Department Director  
City of Spokane  
901 N. Nelson Street  
Spokane, Washington 99202-3769

DISTRICT 10:

Fire Chief Nick Scharff  
Spokane County Fire District 10  
929 S. Garfield Road  
Airway Heights, Washington 99001

#### SECTION NO. 7: ASSIGNMENT

This Agreement shall be binding upon the parties, their successors and assigns. Neither party may assign, in whole, or in part, its interest in this Agreement without the prior approval and consent of the other party, consent not unreasonably withheld.

#### SECTION NO. 8: LIABILITY

SPOKANE COUNTY FIRE DISTRICT #10 shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from SPOKANE COUNTY FIRE DISTRICT #10's intentional or negligent acts or breach of its obligations under the Agreement. SPOKANE COUNTY FIRE DISTRICT #10's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the SPOKANE COUNTY FIRE DISTRICT #10, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY'S intentional or negligent acts or breach of its obligations under the Agreement. The CITY'S duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of SPOKANE COUNTY FIRE DISTRICT #10, its officers and employees.

If the comparative negligence of the parties, their officers or employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion. Where an officer or employee of a party is acting under the direction and control of the other party, the party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other party's officer or employee's negligence.

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

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

#### SECTION NO. 9: INSURANCE

During the term of the Agreement, each party shall maintain in force at its own expense, each insurance noted below:

- a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000;



- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. Each party shall provide that the other party, its officers and employees are additional insureds but only with respect to this Agreement; and
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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 to the other party.

As evidence of the insurance coverages required by this Agreement, SPOKANE COUNTY FIRE DISTRICT #10 furnish acceptable insurance certificates to the CITY at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insured; and include applicable policy endorsements, the thirty (30)-day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to CITY acceptance. Each party shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### SECTION NO. 10: ANTI-KICKBACK

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

#### SECTION NO. 11: VENUE STIPULATION

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

#### SECTION NO. 12: COMPLIANCE WITH LAWS

The parties shall observe all federal, state and local laws, ordinances and regulation, to the extent that they may be applicable to the terms of this Agreement.

#### SECTION NO. 13: NON-DISCRIMINATION

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

#### SECTION NO. 14: MISCELLANEOUS

- A. NON-WAIVER: No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. ENTIRE AGREEMENT: This Agreement contains terms and conditions agreed upon by the parties. This Agreement is merged and represents a full integration of the parties intentions. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the parties unless such change or addition is in writing, executed by the parties.
- C. MODIFICATION: No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- D. HEADINGS: The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference.
- E. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- F. SEVERABILITY: If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall not be affected in regard to the remainder of the Agreement.
- G. RELATIONSHIP OF THE PARTIES: The parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of SPOKANE COUNTY FIRE DISTRICT #10 shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of SPOKANE COUNTY FIRE DISTRICT #10 for any purpose.

#### SECTION NO. 15: RCW 39.34 REQUIRED CLAUSES

- A. PURPOSE: See Section No. 1 above.
- B. DURATION: see Section No. 2 above.
- C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. RESPONSIBILITIES OF THE PARTIES: See provisions above.
- E. AGREEMENT TO BE FILED: The CITY shall file this Agreement with its City Clerk place it on its web site or other electronically retrievable public source. SPOKANE COUNTY FIRE DISTRICT #10, at its option, may file this Agreement with the Spokane County Auditor.

F. TERMINATION: See Section No. 2 above.

DATED: Sept 06-16

SPOKANE COUNTY FIRE DISTRICT #10

Nick Schaff  
Fire Chief

DATED: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_  
For the Chief Operating Officer

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistance City Attorney

15-503

**Briefing on Fire Department Items**  
**Public Safety Committee Meeting**  
**February 8, 2016**

**Informational Items:**

- **PPE Value Blanket** – The contract for PPE (personal protective equipment – ie: fire coats and pants) has expired. The City issued an RFP and received 2 submittals. Those two bidders provided SFD sets of equipment for the FD to evaluate. The committee evaluated the PPE and only one provider's equipment met our requirements. Therefore the Fire Department is recommending a Value Blanket be established for Globe PPE. This item will be coming forward to City Council as an agenda item in the near future.
- **Addressing Standard** – As a reminder, we have previously discussed that area public safety and GIS representatives who make up the Public Safety GIS Committee have been working on the development of a Addressing Standard that can be implemented on a County-wide basis. The reason for this standard is that there is nothing currently in place to formalize how new streets should be named and addressed so they do not create issues for emergency personnel trying to respond to emergencies. The draft Standard has been vetted by staff from local government agencies throughout the County and is about to be ready to send to local elected officials for their consideration. This is a heads up that in the next several weeks you will be receiving an email from the Committee advising you about the work that is being done so all elected officials are in the loop and no one gets surprises. If you have questions about this effort before or after receiving the email, please let us know.
- **Purchase of Staff Vehicles** – Back in September the FD briefed Council of the anticipated purchase of 4 staff vehicles. The purchase got pushed forward to the beginning of this year. With the change of some Council members, we thought it would be good to repeat the info below from the September 2015 briefing.
  - This is advanced notice of a probable agenda item that may come forward between now and the October PSC meeting. The FD is in the process of finalizing specifications and obtaining pricing for the replacement of four (4) staff vehicles used by the Operations and other Divisions of the Fire Department. It is expected that these vehicles will be purchased off of State contract. New State pricing is expected to be posted by the end of the month and as soon as this occurs final orders will be determined. Based on final specs, some of the vehicle purchases may need to come forward as formal agenda items while others may be below the price threshold.

**AMENDED ITEM:**

- **Interlocal Agreement with City of Airway Heights (Fire Department)** – This is an agreement between the parties to allow for the use of the Preemption System (Opticom) during emergency responses to help improve response times. Preemption equipment is in place on traffic signals to allow the changing of the traffic lights so emergency vehicles have a green light and all other directions have a red light. This is a standard agreement that the City/ FD is entering in to with agencies/ jurisdictions that are adjacent to the city limits.



**Agenda Sheet for City Council Meeting of:**  
09/26/2016

<b>Date Rec'd</b>	9/12/2016
<b>Clerk's File #</b>	ORD C35436
<b>Renews #</b>	

<b>Submitting Dept</b>	NEIGHBORHOOD & BUSINESS	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	CARLY 625-6263	<b>Project #</b>	
<b>Contact E-Mail</b>	CCORTRIGHT@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Emergency Budget Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0460-EBO FOR MY SPOKANE TO LAUNCH 311		

**Agenda Wording**

This emergency budget ordinance would transfer funds from Utility Billing and Solid Waste to My Spokane to fund positions for 311.

**Summary (Background)**

311 is a realignment of customer service functions currently provided in multiple departments under one centralized department (My Spokane). 311 call agents will provide customers with one point of contact to answer their general city questions, process their service requests, or, transfer the caller to the appropriate subject matter expert. This EBO will transfer positions from Utility Billing and Solid Waste to My Spokane to accomplish this goal.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Expense	\$ 95,386	#	various accounts (see ordinance)
Revenue	\$ 95,386	#	various accounts (see ordinance)
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	CORTRIGHT, CARLY	<b>Study Session</b>	PED 9-19
<b>Division Director</b>	MALLAHAN, JONATHAN	<b>Other</b>	
<b>Finance</b>	KECK, KATHLEEN	<b>Distribution List</b>	
<b>Legal</b>	DALTON, PAT	ccortright@spokanecity.org	
<b>For the Mayor</b>	WHITNEY, TYLER	cmorse@spokanecity.org	
<b>Additional Approvals</b>		acline@spokanecity.org	
<b>Purchasing</b>		mhughes@spokanecity.org	

ORDINANCE NO C35436

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 My Spokane 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 My Spokane Fund, and the budget annexed thereto with reference to the My Spokane Fund, the following changes be made:

FROM:	0460-53802	My Spokane	
	99999-34919	Interfund Other General Gov't Services	<u>\$ 95,386</u>
TO:	0460-53802	My Spokane	
	57200-00020	Clerk II	11,607
		(from 0 to 1 position)	
	57200-01050	Customer Service Specialist	46,429
		(from 0 to 4 position)	
	57200-52110	FICA	4,612
	57200-52210	Retirement	4,822
	57200-52310	Medical	21,710
	57200-52320	Dental	1,725
	57200-52330	Life Insurance	125
	57200-52400	Industrial Insurance	125
	57200-51290	Longevity	231
	57200-51640	Deferred Comp	1,000
			<u>\$ 95,386</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 create one Clerk II and four Customer Service Specialist positions for the 311 Program, 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

**BRIEFING PAPER**  
**PED Committee**  
**My Spokane 311 EBO**  
**September 19, 2016**

---

**Subject**

My Spokane – 311 EBO

**Background**

My Spokane, Utility Billing, and Solid Waste Disposal have been working together to realign existing resources and consolidate customer service functions under one department: My Spokane. This will be in conjunction with a new phone number: 311. Citizens will no longer have to try to figure out what number to call (which currently results in customers calling one of three numbers for these functions which may require a transfer to another department), but instead will call 311, where a customer service agent will answer their question, transfer to the correct SME, or enter a service request to be completed by another department. This centralized customer service function will create a more consistent experience for customers, but will also create more efficiencies in departments so they can focus on core job duties rather than by interrupted by phone calls.

Part of the project management process has been to negotiate impacts on employees with the local bargaining unit. We have an agreed-to-MOU with L270 where 2 employees are voluntarily transferring to My Spokane and 2 vacant positions will be reclassified and moved to My Spokane. The fifth position is pending natural attrition in Utility Billing, though is included in the EBO as a Clerk II.

This realignment is included as part of the 2017 budget proposal, however, we are bringing the EBO forward now so we can move staff to begin the training process. 311 will officially launch in 2017, but 8 weeks of training followed by a soft launch will occur for remainder of 2016.

**Impact**

311 will streamline customer service for the City of Spokane, and make it easier for citizens to contact us for assistance. There will be less transferred calls and customers will only need to speak to one representative instead of multiple. Customers will be able to speak to a real person instead of navigating their way through complicated phone menus. The end result will be less frustration for the customer, since they will receive the right answer the first time, as well as less interruption to other city staff, who will be able to focus on primary job duties instead of answering the phone. 311 also is a resources for other city departments: in addition to Parks, Streets, and Code Enforcement and Parking, who already have My Spokane handle their customer service calls, other departments who “catch” calls that they do not know how to handle will be able to transfer the caller to 311, where the 311 knowledge base will help answer the question or get the customer to the right person who can.

**Action**

Approve EBO

**Funding**

Inter-fund billing



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

09/19/2016

**Date Rec'd**

9/7/2016

**Clerk's File #**

RES 2016-0075

**Renews #****Submitting Dept**

CITY COUNCIL

**Cross Ref #****Contact Name/Phone**

KAREN STRATTON 6291

**Project #****Contact E-Mail**

KSTRATTON@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Resolutions

**Requisition #****Agenda Item Name**

0320 - A RESOLUTION ADOPTING THE SEABOLD REPORT'S POLICY RECOMMENDATIONS

**Agenda Wording**

This resolution adopts the policy recommendations of the Seabold Group's report and seeks administration efforts to implement the policy recommendations.

**Summary (Background)**

The Council President and the Mayor jointly agreed to hire the Seabold Group to conduct an independent investigation concerning the end of Chief Straub's tenure and to make policy recommendations to help keep the City in line with best practices and evolving standards. The resulting report contains several recommendations for changes to the City's anti-harassment and sexual harassment policies, which must be implemented to ensure we have a just and safe workplace.

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MCCLATCHEY, BRIAN

**Study Session****Division Director****Other**

CHE - 9-12-2016

**Finance**

KECK, KATHLEEN

**Distribution List****Legal**

WHALEY, HUNT

**For the Mayor**

WHITNEY, TYLER

**Additional Approvals****Purchasing**

## **RESOLUTION NO. 2016-0075**

A Resolution calling for the updating of City policies to implement the anti-harassment policy recommendations contained in the Seabold Group report.

**WHEREAS**, the Council President and the Mayor jointly agreed to hire the Seabold Group to conduct an independent investigation concerning the end of former Police Chief Frank Straub's tenure with the City and to make policy recommendations to help keep the City in line with best practices and evolving standards; and

**WHEREAS**, accordingly, the Seabold Group's report contains several recommendations for changes to the City's anti-harassment and sexual harassment policies; and

**WHEREAS**, the creation and implementation of clear and well-crafted anti-harassment and sexual harassment policies are critical to ensuring a just and safe workplace.

**NOW, THEREFORE, BE IT RESOLVED** that the Spokane City Council completely endorses, accepts, and approves the Seabold Group Report's anti-harassment and sexual harassment policy recommendations, specifically:

**1. Amend the City's anti-harassment policy and complaint procedure to ensure that it contains:**

- A clear explanation of prohibited conduct;
- An assertion that employees who make complaints of harassment or provide information related to such complaints will be protected against retaliation;
- A clearly described complaint process that provides accessible avenues of complaint;
- Assurance that the City will protect the confidentiality of harassment complaints to the extent possible;
- A complaint process that provides a prompt, thorough, and impartial investigation; and
- Assurance that the employer will take immediate and appropriate corrective action when it determines that harassment has occurred.

**2. Amend the City's sexual harassment policy and the Spokane Police Department's sexual harassment policy to ensure that they are consistent and in conformity with best practices by ensuring that:**

- Every sexual harassment allegation is responded to in some manner.
- Key terms like "complaint" and "investigate" are clearly defined.
- Different levels of investigation (i.e. a preliminary inquiry vs. a formal fact-finding) can be undertaken by the City.

- Internal processes and guidelines the City will follow when employees make complaints of potential violations to supervisory or managerial staff are clearly stated, including the formation of a formal investigation process having five stages: 1) intake, 2) scoping, 3) investigating, 4) reporting results, and 5) follow-up and closure.
- The City describes how employee complaints will be received, the roles and responsibilities of individuals who receive complaints, who will have the authority to investigate the complaint or refer it for informal resolution, and a description of the investigative process that will be followed in the event that a complaint is referred for a formal investigation.
- Processes and procedures for all investigations are consistently followed.
- The City implements a “case team” approach to handling concerns raised by staff. The “case team”, including the HR Director or designee, a lawyer from the City Attorney’s Office, and a division supervisor or manager, would be responsible for intake, scoping, and assigning an investigator if it is determined that an investigation is warranted. The case team would also be responsible for overseeing the investigation, determining whether a written report is necessary, reviewing the investigation report, making disciplinary recommendations if warranted, and overseeing the debriefing of the parties and closure of the investigation.
- Investigations are conducted in a prompt, thorough, and impartial manner.
- All personnel are adequately trained on the latest policy and future updates; including, an understanding of staff’s responsibilities under the policy, how to raise concerns, and a general idea of what staff can expect in response from the City when concerns are raised.
- Employees understand that they have the obligation to report behavior under the policy if they experience or witness harassment in the workplace.
- The appropriate City personnel (city administrator, directors, supervisors, HR staff, and members of the City Attorney’s office with responsibility for overseeing investigations) undergo training related to the new internal guidelines and procedures. Those who have responsibility for conducting investigations should be experienced and receive ongoing training.
- Every complaint is documented, even if it does not result in an investigation. The case team’s reasons for referring or not referring a matter for investigation should also be documented.
- If a matter is referred for investigation, an investigation file is maintained. The scope of the investigation is documented, as are all investigation interviews are also documented. The original documentation is preserved and becomes part of the permanent investigation file.
- Clear confidentiality guidelines are in place to inform the parties to an investigation that the City will maintain the confidentiality of employee complaints to the extent possible and consistent with state and federal law; however, the City cannot guarantee confidentiality.

**BE IT ALSO RESOLVED** that the City Council requests that the City administration act immediately to update the City’s anti-harassment and sexual

harassment policies in line with the recommendations contained in the Seabold Group report and specifically outlined in this Resolution.

**BE IT FURTHER RESOLVED** that the City Council requests that the Mayor provide to the appropriate Council committee a briefing of each policy change to be made in response to this Resolution and the Seabold Group Report prior to implementing the change.

Passed by the City Council this \_\_\_\_ day of September, 2016.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

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

09/26/2016

**Date Rec'd**

9/2/2016

**Clerk's File #**

RES 2016-0076

**Renews #****Submitting Dept**

PLANNING

**Cross Ref #****Contact Name/Phone**

ANDREW 625-6991

**Project #****Contact E-Mail**

AWORLOCK@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Resolutions

**Requisition #****Agenda Item Name**

0650 - PLANNING - CENTRAL CITY LINE STRATEGIC OVERLAY PLAN

**Agenda Wording**

A resolution recognizing the Central City Line (CCL) Strategic Overlay Plan as a guide for future policy development and potential regulatory implementation measures. (Various Neighborhood Councils)

**Summary (Background)**

The City of Spokane Planning Department and Spokane Transit Authority agreed to jointly participate in the preparation of the Central City Line "Strategic Overlay Plan". The plan examines a range of potential policy and regulatory changes that could be implemented to maximize the community benefits, success and economic development opportunities of the CCL and help ensure the CCL supports and advances the community's vision for its neighborhoods, downtown and the University District.

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

KEY, LISA

**Study Session****Division Director**

MALLAHAN, JONATHAN

**Other**

PCED 12/14/15 &amp;

**Finance**

KECK, KATHLEEN

**Distribution List****Legal**

RICHMAN, JAMES

Engineering Admin

**For the Mayor**

WHITNEY, TYLER

aworlock@spokanecity.org

**Additional Approvals**

lkey@spokanecity.org

**Purchasing**

## **RESOLUTION NO. 2016-0076**

### **A Resolution recognizing the Central City Line Strategic Overlay Plan as a guide for future policy development and potential regulatory implementation measures.**

WHEREAS, The Spokane Transit Authority (STA) is proposing the development of the Central City Line (CCL) project, a new six-mile high performance transit route offering frequent, premium service between Browne's Addition and Spokane Community College, connecting through Downtown Spokane, the University District, Gonzaga University and the Logan and Chief Garry Park neighborhoods; and,

WHEREAS, The CCL project is the Spokane community's response to its desire for a transit circulator in the urban core. The vehicle will be modern, rubber-tired, and battery electric with zero-emissions, rechargeable through inductive or conductive technology. It will combine speed and efficiency with the cost effectiveness and flexibility of environmentally responsible buses; and,

WHEREAS, High quality rapid transit systems like the CCL create positive economic returns for communities and it has been estimated that the six-mile Central City Line will catalyze an increase in land and improvement values of \$175 million over 20 years, with additional positive economic impacts including increased foot traffic from higher density development, reduced transit travel times, and traffic congestion mitigation; and,

WHEREAS, The City of Spokane and Spokane Transit Authority jointly agreed to prepare the Central City Line "Strategic Overlay plan" in order to examine a range of potential policy and regulatory changes that could be implemented to maximize the community benefits, success and economic development opportunities of the Central City Line and help ensure the CCL supports and advances the community's vision for its neighborhoods, downtown and the University District; and,

WHEREAS, The City and Spokane Transit Authority co-hosted three public open house workshops between November 2015 and February 2016. The workshops were held in the Chief Garry Park, University District/East Downtown and West Downtown/Brown's Addition neighborhoods for the purpose of soliciting community input on neighborhood specific and corridor wide interests, challenges and opportunities; and,

WHEREAS, Additional input was gathered through an online open house and through individual presentations to leadership of organizations such as the Downtown Spokane Partnership, the University District Development Association and the Central City Line Steering Committee; and,

WHEREAS, The Strategic Overlay Plan contains a series of strategies that the City of Spokane and others may pursue in the areas of land use, economic development, housing and transportation, along with a strategic action plan to further the plan's objectives; and,

WHEREAS, It is recognized that additional legislative action with robust public engagement will be required for all strategies that involve changes to adopted policy and regulations of the City of Spokane and that such changes will be incorporated into subsequent work plans of the Plan Commission and/or considered in conjunction with ongoing or upcoming major planning efforts such as the Comprehensive Plan Update and update to the Downtown Spokane Plan; and,

WHEREAS, Appropriate notice of the Plan Commission hearing was published in the Spokesman Review on June 29, 2016; and,

WHEREAS, the City Plan Commission held a public hearing on July 13, 2016 to obtain public comments on the proposed Strategic Overlay Plan; and, by a unanimous vote, recommended the acceptance of the Central City Line Strategic Overlay Plan as a guide for future policy development and potential regulatory implementation measures with the changes incorporated herein.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL that the Central City Line Strategic Overlay Plan is recognized as a guide for future policy development and potential regulatory implementation measures to maximize the community benefits, success and economic development opportunities of the Central City Line and help ensure the CCL supports and advances the community's vision for its neighborhoods, downtown and the University District.

ADOPTED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**Spokane City Plan Commission  
Findings of Fact, Conclusions, and Recommendations  
Regarding the Central City Line Strategic Overlay Plan**

**A Recommendation from the City Plan Commission to the City Council accepting the Central City Line Strategic Overlay Plan as a guide for future policy development and potential regulatory implementation measures.**

WHEREAS, The Plan Commission is charged to investigate and make recommendations to the city council in relation to all matters pertaining to the living conditions of the City; the betterment of facilities for doing public and private business therein; the elimination of slums; the correction of unhealthful housing conditions; the proper laying out, platting, and naming of streets, squares, and public places, and the numbering of buildings and houses therein; the location, planning, and architectural designing of public buildings; and generally, all things tending to promote the health, convenience, safety, and well-being of the City's population, and to further its growth along consistent, comprehensive and permanent plans; and,

WHEREAS, The Plan Commission is further empowered to provide advice and make recommendation on broad planning goals and policies and on whichever plans for the physical development of the City that the city council may request the commission's advice by ordinance or resolution; and,

WHEREAS, The commission shall provide opportunities for public participation in City planning by providing through its own broadly based membership an informed opinion to complement the work of the City's elected officials and administrative departments; soliciting public comment, when pertinent, on planning issues of City-wide importance or of a substantial community concern, and evaluating comments received; and securing the assistance of experts and others with knowledge or ideas to contribute to City planning; and,

WHEREAS, The Spokane Transit Authority (STA) is engaged in the development of the Central City Line (CCL) project, a new six-mile high performance transit route offering frequent, premium service between Browne's Addition and Spokane Community College, connecting through Downtown Spokane, the University District and Gonzaga University; and,

WHEREAS, The CCL project is the Spokane community's response to its desire for a transit circulator in the urban core. The vehicle will be modern, rubber-tired, and battery electric with zero-emissions, rechargeable through inductive or conductive technology. It will combine speed and efficiency with the cost effectiveness and flexibility of environmentally responsible buses; and,

WHEREAS, High quality rapid transit systems like the CCL create positive economic returns for communities and it has been estimated that the six-mile Central City Line will catalyze an increase in land and improvement values of \$175 million over 20 years, with additional positive economic impacts including increased foot traffic from higher density development, reduced transit travel times, and traffic congestion mitigation; and,

WHEREAS, The primary objectives of the Strategic Overlay plan are to examine a range of potential policy and regulatory changes that could be implemented to maximize the community benefits, success and economic development opportunities of the Central City



Line and help ensure the CCL supports and advances the community's vision for its neighborhoods, downtown and the University District; and,

WHEREAS, The City and Spokane Transit Authority co-hosted three public open house workshops between November 2015 and February 2016. The workshops were held in the Chief Garry Park, University District/East Downtown and West Downtown/Brown's Addition neighborhoods for the purpose of soliciting community input on neighborhood specific and corridor wide interests, challenges and opportunities; and,

WHEREAS, Additional input was gathered through an online open house and through individual presentations to leadership of organizations such as the Downtown Spokane Partnership, the University District Development Association and the Central City Line Steering Committee; and,

WHEREAS, The Draft Strategic Overlay Plan was prepared by the consultant firm CH2M of Portland, Oregon, based on a review of existing conditions along the proposed CCL route, a review of existing adopted policies and regulations relating to development along the corridor and input from stakeholders and the public at large; and,

WHEREAS, The Draft Strategic Overlay Plan contains a series of strategies that the City of Spokane and others may pursue in the areas of land use, economic development, housing and transportation, along with a strategic action plan to further the plan's objectives; and,

WHEREAS, It is recognized that additional legislative action with robust public engagement will be required for all strategies that involve changes to adopted policy and regulations of the City of Spokane and that such changes will be incorporated into subsequent work plans of the Plan Commission and/or considered in conjunction with ongoing or upcoming major planning efforts such as the Comprehensive Plan Update and update to the Downtown Spokane Plan; and,

WHEREAS, Appropriate notice of the Plan Commission hearing was published in the Spokesman Review on June 29, 2016; and,

WHEREAS, the City Plan Commission held a public hearing on July 13, 2016 to obtain public comments on the proposed Strategic Overlay Plan; and,

WHEREAS, the Plan Commission has reviewed and considered all public testimony received prior to and during the public hearings.

NOW THEREFORE,

By a unanimous vote, the Plan Commission does recommend to the City Council the acceptance of the Central City Line Strategic Overlay Plan as a guide for future policy development and potential regulatory implementation measures with the following changes:

Amend the title of "*Affordable Housing Strategies*" title to read "*Housing Strategies*"; and, include the statement, "*to include affordable and market rate strategies*" at the end of the first paragraph within the "*Housing Strategies*" section.



**Dennis Dellwo, President**  
**Spokane Plan Commission**  
**July 13, 2016**

# CENTRAL CITY LINE

## Strategic Overlay Plan



September 2016



## ACKNOWLEDGMENTS

---

### PROJECT MANAGEMENT TEAM

Kathleen Weinand, Project Manager, Spokane Transit Authority  
Andrew Worlock, City of Spokane  
Karl Otterstrom, Spokane Transit Authority  
Don Skillingstad, Spokane Transit Authority  
Catherine Ciarlo, CH2M  
Ryan Farncomb, CH2M



### CENTRAL CITY LINE STEERING COMMITTEE

Steve Trabun, Avista Corporation  
Kathy Fritchie, Browne's Addition Neighborhood Council  
Harlan Shellabarger, Cheney Free Press  
Colleen Gardner, Chief Garry Park Neighborhood Council  
Scott Simmons, Business & Dev. Services, City of Spokane  
Amber Waldref, City of Spokane  
Mark Aden, DCI Engineers  
Mark Richard, Downtown Spokane Partnership  
John Sklut, Gonzaga University  
Anne Marie Axworthy, Greater Spokane Incorporated  
Karen Byrd, Logan Neighborhood Council  
John Lemus, People First  
Kevin Twohig, Public Facilities District  
Gary Pollard, Riverside Neighborhood Council  
Ryan Carstens, Spokane Community College  
E. Susan Meyer, Spokane Transit Authority  
Mark Mansfield, University District Development Association  
Cheryl Kilday, Visit Spokane  
Lisa Brown, Washington State University - Spokane





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## INTRODUCTION

The Central City Line (CCL) is a proposed high performance bus transit corridor in central Spokane. Operated by the Spokane Transit Authority (STA), the new line will offer frequent (as often as every 6 minutes) service provided by a modern electric bus. The CCL will connect Browne's Addition to Spokane Community College through downtown Spokane, the University District, and the Logan and Chief Garry Neighborhoods. Linking downtown, world-class university campuses, and the cultural and employment center of the greater Spokane region, the CCL will tie together neighborhoods, shopping centers, businesses, and cultural and educational institutions with premium transit service.



In recent years, downtown Spokane has seen significant revitalization. Several major hotels have been built or refurbished to serve an expanding number of visitors to the city, many drawn by events hosted at the Spokane Convention Center. An array of new restaurants and businesses have opened downtown, especially along Main Avenue. A major effort is underway to redevelop Riverfront Park and the World's Fair site, integrating it more closely into the revitalizing heart of downtown.

At the same time, the University District is seeing rapid growth and redevelopment in its own right. The major university campuses (Washington State University, Gonzaga, Eastern Washington University, Whitworth and others) are expanding in the number of facilities and programs, and a new pedestrian bridge linking east downtown with the University District will help accomplish the District's future vision. Business leaders, University District leaders, and civic leaders in Spokane see enormous opportunity in linking these areas more closely—and drawing University District students, faculty and staff more easily into downtown to support businesses. The Avista Corporation, one of the largest employers in Spokane, is headquartered near the alignment, just to the northeast of the University District.



The two ends of the CCL corridor are also poised for positive change. At the west end, stately buildings in Browne's Addition are being renovated and a small business district at Pacific and Cannon is thriving. To the east, Spokane Community College is expanding and the Chief Garry Park neighborhood is looking to expand several neighborhood commercial nodes and safe travel along Mission Avenue running through the neighborhood.

The CCL is intended to support, enhance and accelerate these conditions. Planning for the line began in the early 2000s, and the Locally Preferred Alternative (LPA) was approved in July of 2011 and updated in April of 2016. Preliminary engineering is underway in preparation to submit a request for Federal Transit Administration (FTA) Small Starts funding to support final engineering and construction of the project.

This Strategic Overlay Plan is a separate but complementary planning process to overall CCL project development. It identifies land use and economic development policies and actions that will boost transit-supported development and ridership throughout the corridor. The plan has been developed in partnership by STA and the City of Spokane with participation from stakeholder and the public at large. It is intended to help ensure the community's vision for its neighborhoods, downtown, and the University District is achieved.

This plan recommends policies and actions that will advance Spokane's vision for community vitality along the CCL corridor—and the comfortable, quiet, environmentally-sensitive public transportation that supports that vision.

The CCL will bring frequent, high performance transit to central Spokane, spurring economic growth and development.



The Strategic Overlay Plan also identifies land use, economic development, and transportation policies and actions that encourage transit-supported development, walkability, and affordable housing. Each of these ultimately contributes to future CCL success.

The plan contains recommendations and implementation actions that will be carried out by the City of Spokane, STA, and other community partners.

The Strategic Overlay Plan is organized into the following four sections:

### **Corridor Context**

This section describes the purpose of this Strategic Overlay Plan, vision for the CCL, existing conditions in the CCL corridor, and how plan recommendations will be implemented.

### **Land Use and Economic Development Strategies**

This section contains recommended policies, strategies, and actions for the CCL corridor related to land use and economic development.

### **Affordable Housing Strategies**

This section describes strategies for preserving and enhancing affordable housing options in the corridor.

### **Transportation Strategies**

This section contains recommended policies, strategies, and actions for the CCL corridor related to cycling, walking, and parking.

### **Strategic Action Plan**

The section describes “next steps” for plan recommendations and describes the timeline for implementation.

## **CORRIDOR CONTEXT**

### **THE CENTRAL CITY LINE**

The CCL is a 6-mile high capacity transit route connecting the historic Browne’s Addition neighborhood to Spokane Community College by way of downtown Spokane, the University District, and the Logan and Chief Garry Park neighborhoods. The CCL will feature a modern, specially branded electric bus that is anticipated to provide nearly one million rides per year. The new buses will hold more riders and provide more frequent service (including nights and weekends), and the line will include amenities that will make riding the bus easier— such as pre-board ticketing, level boarding at stops, and improved stations with real-time signage and wayfinding. The project meets the Federal Transit Administration’s definition of corridor-based bus rapid transit.

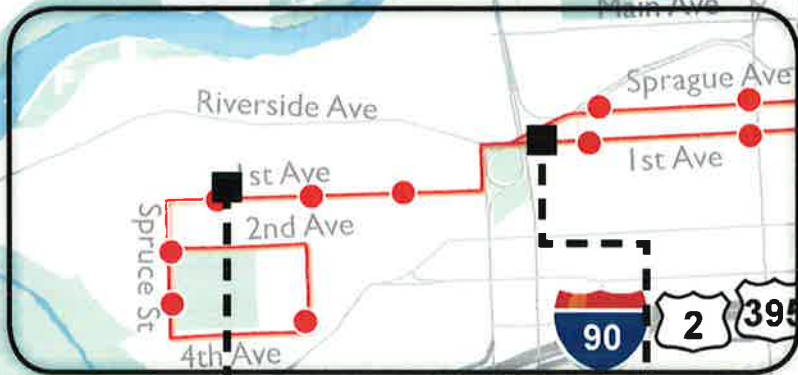
The CCL concept has been under development for nearly 15 years, emerging from earlier studies that revealed a need for enhanced transit service in the corridor. With funding from local, state, and federal sources, the CCL is expected to open in 2020.



## CENTRAL CITY LINE

The Central City Line will bring high performance transit to downtown Spokane, connecting major universities, jobs, cultural institutions, and close-in neighborhoods. The Strategic Overlay Plan development process considered the entire corridor, but took a closer look at three focus areas: Browne's Addition neighborhood, the University District, and the Chief Garry Park neighborhood. These focus areas represent the greatest opportunities for positive change in the corridor. Many of the strategies contained in the Strategic Overlay Plan address key issues in these three areas.

### BROWNE'S ADDITION / WEST DOWNTOWN FOCUS AREA



BROWNE'S ADDITION



Diverse, historic neighborhood featuring Coeur d'Alene park

WEST DOWNTOWN

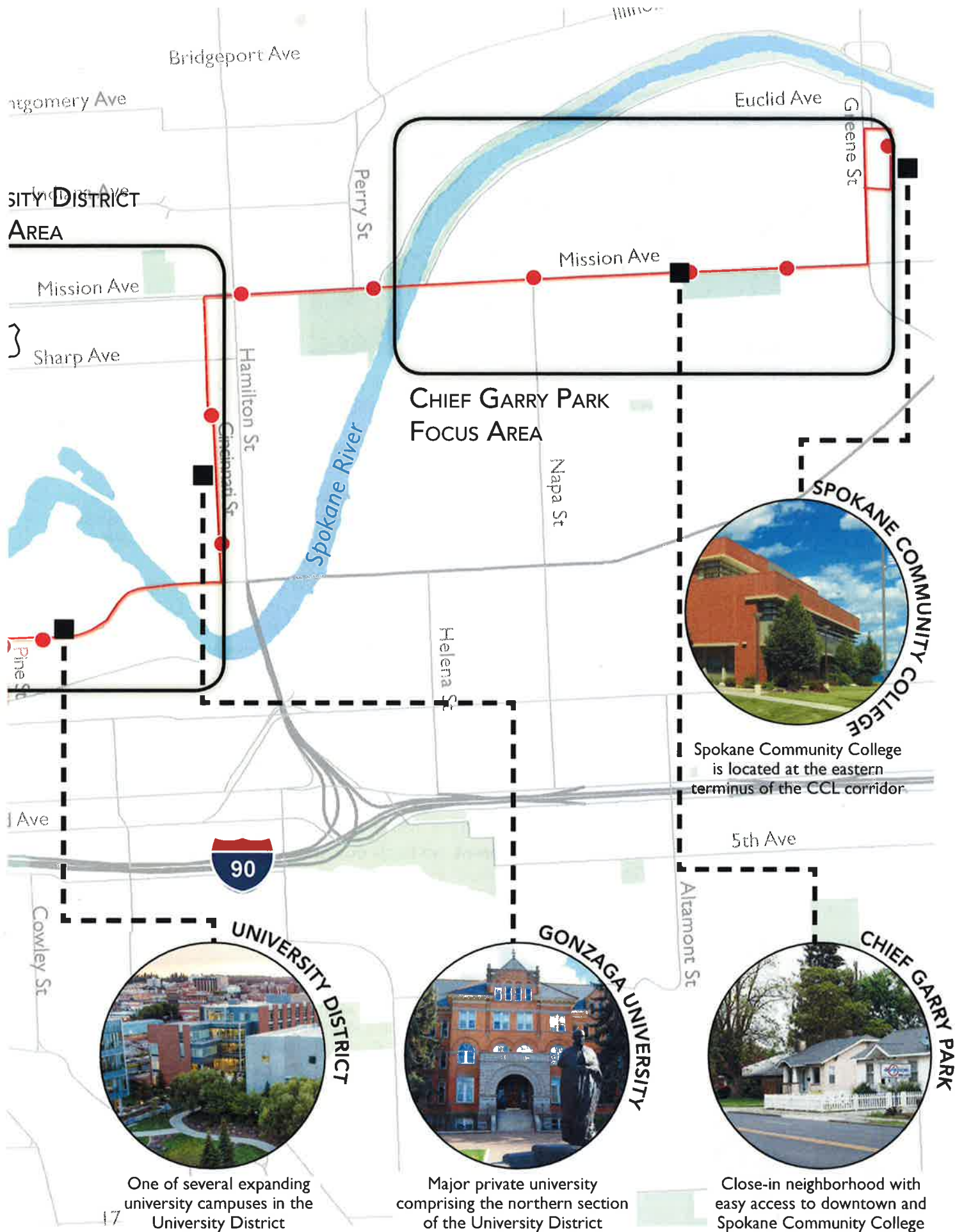


Redeveloping end of downtown close to services and amenities

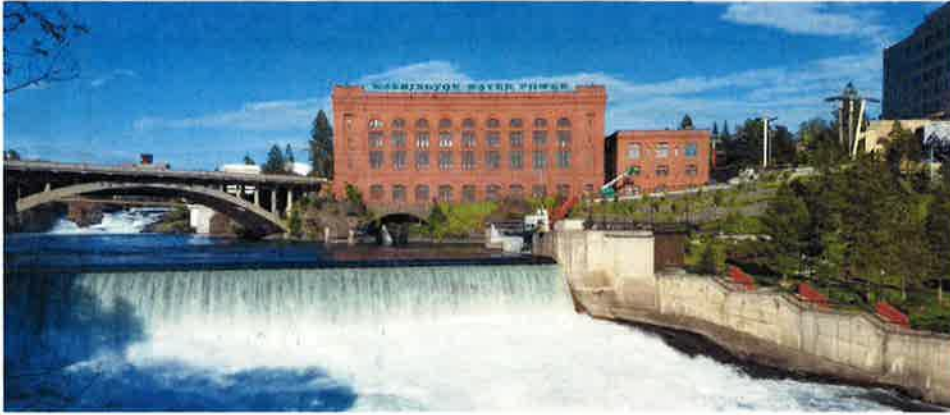
DOWNTOWN



The commercial, cultural, and employment center of the greater Spokane region







The CCL represents the first of several high performance transit corridor investments that STA plans to make in Spokane and the surrounding region.

Investments like the CCL offer a range of direct and indirect benefits to communities, including:

- **Frequent, easy-to-use transit serving key destinations**—The CCL will connect the heart of Spokane, providing easy access to neighborhoods to the west and east, downtown, the Spokane Convention Center, Riverfront Park, the University District, and Spokane Community College.
- **Shorter travel times, less traffic congestion and less parking**—By providing service that is efficient, frequent and reliable, the CCL will enable riders to leave their cars at home for certain trips. This can reduce the number of people driving downtown and to the University District, easing traffic congestion and freeing up land for redevelopment that would otherwise be needed for parking.
- **Environmental stewardship**—The CCL will be a quiet, all-electric, battery-operated bus. The vehicle itself will produce no emissions.
- **Economic development**—Transportation projects like the CCL often spur new development and investment in surrounding areas. A recent economic analysis of the project estimated that the CCL could increase land and development value by \$175 million over 20 years.
- **Contribute to a vibrant, walkable downtown and neighborhoods**—Good transit depends on a good walking environment; most people access transit on foot. The CCL will support walkability in the corridor, as well as other investments needed to make the walking environment safer and more inviting for all.

STA and the City of Spokane held open houses to gather feedback and ideas and hear from the community around the CCL.



## PLAN PURPOSE AND OBJECTIVES

This Strategic Overlay Plan supports the CCL—and, in turn, the community's vision for Spokane—by recommending key policies, strategies, and actions that advance the benefits described above. The Strategic Overlay Plan is focused on several areas of the corridor that offer the greatest opportunity for positive change in terms of land use planning and policy. However, much of the corridor—especially downtown Spokane —already has many transit-supportive policies in place.

This Strategic Overlay Plan builds on previous and current planning efforts in the City of Spokane. It contains recommendations that support Spokane

Comprehensive Plan goals, including the vision articulated for downtown and the University District, as well as university campus plans. This plan does not supplant these or other plans, but is intended to complement them with corridor-specific recommendations that consider the existing planning context.

STA and the City of Spokane developed this plan with input from the community throughout the corridor. The project team performed an initial “opportunity analysis” (**Appendix A**) to understand existing plans and policies, and areas where changes might be desired. Draft policy ideas were then developed and discussed with the public at several events. Open houses were held in the Chief Garry Park neighborhood, Browne’s Addition neighborhood, and the University District. STA also hosted two online surveys to gather input on the plan. At the open houses, attendees provided feedback on what recommendations might be most appropriate and beneficial for their neighborhood, and gave input on key concerns that should be addressed. See **Appendix B** for a summary of public feedback that informed plan development.

## CENTRAL CITY LINE CORRIDOR: EXISTING CONDITIONS

The CCL runs through the heart of Spokane, starting in Browne’s Addition in the west, then through downtown and east to its terminus at Spokane Community College. This section provides a snapshot of the corridor as it exists today to provide context for the recommendations contained in following sections of the plan.

### Browne’s Addition

The historic Browne’s Addition neighborhood is a diverse mixture of Victorian homes, early twentieth century apartment buildings, and newer low-rise apartments. Coeur d’Alene Park (Spokane’s first public park), along with several neighborhood restaurants and businesses near the intersection of Pacific Avenue and Cannon Street, comprise the heart of the neighborhood. The CCL will have several stops in the neighborhood along Spruce Street and Pacific Avenue.

Land use in the neighborhood is a mix of single-family homes and apartment buildings, with retail and services at the intersection of Pacific Avenue and Cannon Street and in the southeast corner of the neighborhood near Sunset Boulevard.

### Downtown and the Riverside Neighborhood

Home to 2,300 businesses, 25,000 workers, restaurants, public art, Riverfront Park, and the Spokane Convention Center, downtown Spokane is the commercial and cultural center of the greater Spokane region. Several STA transit routes converge in downtown at the STA Plaza at Riverside Avenue and Wall Street.

Zoning and land use policies generally permit a wide variety of uses and buildings in downtown. Existing plans (including *Fast Forward Spokane* and

Downtown Spokane has many transit-supportive policies and plans in place today. These will help ensure CCL success and advance the vision of a vibrant retail and residential downtown.



recent plans for the East Sprague Corridor) call for increased development, infrastructure improvements, and more people living, working, and playing in downtown.

### **University District and East Downtown**

The University District encompasses the major university campuses near downtown, including the Spokane campuses of Washington State University, University of Washington, Eastern Washington University and Whitworth University, as well as Gonzaga University. Thousands of students attend these campuses, which have steadily expanded their programs and infrastructure to accommodate more students in recent years. The CCL will run through the heart of the University District along Spokane Falls Boulevard and Cincinnati Street, turning east onto Mission Avenue near the headquarters of the Avista Corporation at Perry Street.

Spokane leaders envision east downtown as a revitalized housing and services area that complements the University District to the north and east. Construction of a new University District Gateway Bridge connecting east downtown to the University District will help achieve that vision. Dedicated to pedestrians and bicycles, the bridge will be a visually striking landmark. It will re-connect neighborhoods on both sides of the freight rail tracks, providing a safe and direct active transportation connection into the University District.

Zoning and land use policy today allow a wide variety of uses in the University District and east downtown.

### **Logan Neighborhood**

The Logan neighborhood, overlapping with the University District and extending north of Mission Avenue, is characterized by early and mid-twentieth century single family homes, with retail and services concentrated along Mission Ave and Hamilton Street. The Logan Neighborhood has recently completed two projects to enhance the community and retail corridor along Hamilton Street. The Logan Neighborhood Identity Plan, adopted in 2013, establishes streetscape standards that will improve pedestrian safety and comfort. The Hamilton Form Based Code project, adopted into city code in 2015, sets out design standards and uses for new development along the Hamilton Street corridor to encourage dense, mixed-use development that supports walking, cycling, and transit.

### **Chief Garry Park Neighborhood and Mission Avenue**

The Chief Garry Park neighborhood is characterized by single family homes, with a few neighborhood businesses located at the intersection of Napa Street and Mission Avenue, and additional retail and commercial activity further east on Mission Avenue near Spokane Community College. Chief Garry Park is a popular neighborhood park near the center of the neighborhood. Zoning in the neighborhood is primarily single-family residential.



# LAND USE AND ECONOMIC DEVELOPMENT STRATEGIES

## LAND USE STRATEGIES

Although land use along the CCL corridor is already conducive to high-performance transit, this Strategic Overlay Plan includes new policies, strategies and actions (detailed below) to enhance walkability and encourage appropriate, context-sensitive development at key locations along the corridor. These actions have been developed after a comprehensive review of existing plans and policies, and discussions with stakeholders. They are designed to increase transit ridership in the corridor and support successful implementation of the CCL.

### **Strategy LU.1: Adopt new Comprehensive Plan policies to encourage transit-supported development through regulations and incentives**

The City of Spokane's Comprehensive Plan contains many policies supporting transit, mixed-use development, and multi-family housing in downtown and other areas. However, the Comprehensive Plan does not currently contain a policy encouraging transit-supported development; a new policy would provide long-range planning context for other zoning changes, development standards, and incentives that could be enacted through the municipal code or other city functions.

New policy in the Land Use chapter, Section 4, Transportation, could read as follows:

*Encourage transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit corridors and other transit corridors with service of at least every 15 minutes during weekdays.*

*Discussion: People are more likely to take transit to meet their everyday travel needs when transit service is frequent, at least every 15 minutes. Mixed-used development in these areas will enable less reliance on automobiles for travel, reduce parking needs, and support robust transit ridership. Land use regulations and incentives will encourage this type of development along high performance transit corridors.*

Other policy language could be developed to support the goals and features of a transit overlay district, described next.

A study completed in late 2014 analyzed the potential economic benefits of the CCL and found the following:

- Land values in the corridor could increase by about \$45 million.
- Greater density of development could be encouraged.
- Development value could increase by about \$175 million.
- The CCL will likely support "transit-supported development," or urban, walkable development that complements transit.

*From "Economic and Land Use Impacts of the Spokane Central City Line," ECONorthwest, 2014*



### **Strategy LU.2: Develop and implement a high-performance transit overlay zone or district within the CCL corridor**

Overlay zones/districts modify the underlying zoning or land use plan to achieve certain goals. A transit overlay district can improve walkability,

*“For a lively and prosperous downtown, it’s important to have people living and working [in] downtown...” – Public Comment*

enhance neighborhood character, encourage a mix of different uses, and ensure urban-scale housing densities. In the CCL corridor, an overlay district can also be used to

apply development incentives that reduce the cost of developing, making it more likely for a project to “pencil out” (meaning, to make sense financially). Rental rates in the corridor are relatively low, meaning new development is less likely to be financially feasible—incentives can help close the gap and make projects a reality.

An overlay zone could be developed for property within the entire CCL corridor or within a certain distance of specific stations. A major advantage of applying incentives and regulations through an overlay zone is that the provisions of the overlay can be enacted in other areas as STA’s high performance transit network expands in Spokane.

For each of the following provisions, new development should be required to meet the stricter standard between the overlay district and the underlying base zone; for example, if the overlay district specifies 10-foot minimum sidewalk widths, and the underlying base zone specifies 5-foot minimum sidewalk widths, the overlay district standard would prevail.

Development incentives can help make new, walkable, urban development possible at key locations along the CCL corridor. Kendall Yards, a new mixed-use development just west of the Spokane River, is an example of the kind of development that benefits from high performance transit.



## SNAPSHOT: BROWNE'S ADDITION AND WEST DOWNTOWN

As one of Spokane's oldest and most diverse neighborhoods, Browne's Addition is a unique community west of downtown Spokane. The neighborhood is characterized by a mix of turn-of-the-century Victorian homes, mid-century apartments, and a variety of housing types. The neighborhood is primarily residential, featuring a small but vibrant commercial node in the center of the neighborhood. Browne's Addition residents appreciate being able to meet most of their daily needs within a short walk or bus ride—a large grocery store is close by, and Coeur d'Alene Park provides opportunities for recreation and respite. The neighborhood is also home to one of Spokane's important cultural institutions, the Northwest Museum of Art and Culture. The CCL will help connect these neighborhood destinations, while also linking to downtown and the university campuses where many Browne's Addition residents attend classes.

Browne's Addition is unique, and residents have a strong desire to maintain and enhance the existing character of the neighborhood. However, a few code and policy changes are proposed in the Strategic Overlay Plan, such as design standards to help ensure that new development complements the historic character of the neighborhood while promoting walkability and the use of transit. Other strategies—such as allowing higher building heights or more residential units—could help address community concerns over long-term neighborhood affordability.





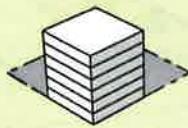
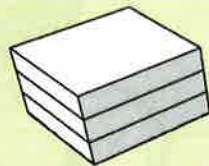
The overlay district could contain the following provisions:

### Development incentives

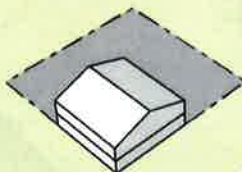
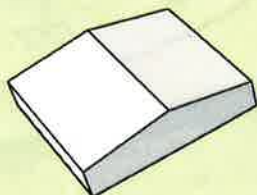
Incentives would allow developers to construct taller buildings or add additional housing units in exchange for providing amenities, like enhanced streetscape features (e.g., plazas, additional seating, special paving) or in exchange for dedicating a certain amount of the structure to affordable housing. The City of Spokane currently has bonus provisions like this in the municipal code; for example, in downtown, building height bonuses are allowed (Spokane Municipal Code [SMC] 17C.124.220) in exchange for providing a variety of features such as streetscape enhancements, alley enhancements, bicycle commuting facilities, and others. These incentives could make development more likely to “pencil out,” while achieving other goals for the urban environment. For the overlay district, two bonus provisions are appropriate (these provisions are most relevant to areas outside of existing downtown zoning, which currently has similar provisions):

- *Building heights and floor area ratio (FAR)*—In exchange for providing certain amenities, building heights could be increased up to 55 feet (outside of downtown and other zones where the base zoning allows for taller buildings than this). Additional FAR could be allowed as well, up to a 50 percent increase over the underlying maximum FAR, for example.
- *Housing units*—In combination with the provision above, increases in maximum housing density as appropriate could be allowed in exchange for certain amenities. For example, up to a 50 percent increase in permitted density could be allowed. The bonus amount would vary by context area along the corridor (different bonuses could be permitted in single family versus multi-family zones, for example).

FAR 3.0



FAR 1.0



Floor Area Ratio (FAR) helps determine the size and intensity of development on a site. FAR of 1.0 means a one story building could be constructed on the entire site, or a two story building on 50% of the site.



Both of these bonus provisions should be allowed in exchange for developer-provided amenities or items:

- *Affordable housing*—Guaranteeing that a certain amount of workforce housing for those at or below 120 percent of median household income or by providing legally-binding affordable housing units available for those at or below at least 80 percent of median household income, with additional bonus provided for units at 50 percent and 30 percent of median household income.
- *Off-street parking*—Although the overlay district would have reduced parking requirements, developers that construct off-street parking could receive the bonuses in exchange for providing structured parking.
- *Streetscape and pedestrian environment amenities*—Amenities like seating, trees, lighting, landscaping, or plaza and/or open space in addition to that required by underlying zoning could be eligible for bonuses.
- *Transportation demand management (TDM)*—Secure bicycle parking in excess of that required by underlying zoning or bicycle commuting facilities, like showers and changing spaces, should be eligible for bonuses. Other actions, like creating a site-specific TDM plan for reducing single-occupant vehicle trips or dedicated programs like providing a stipend to residents or employees for transit passes or bicycle commuting expenses should be eligible for bonuses as well.

Buildings with parking in front adjacent to the street (left image) detract from urban streetscapes and make it less comfortable for pedestrians. When buildings are situated against the street (right image) it makes for an inviting streetscape and more comfortable pedestrian conditions.

Spokane's Multifamily Housing Property Tax Exemption Program (SMC 08.15) could also be extended to specific areas within the CCL corridor as part of the overlay district. Under this program, some residential development projects could receive 8 or 12 years of exemption from property taxes (12 years of exemption requires that the applicant provide at least 20 percent of the projects housing as affordable units). This program can lower the cost of development and make it more financially feasible. This tax exemption is most effective as an incentive when it is limited in coverage; it should be narrowly focused in the corridor at specific station areas.

### Enhanced design measures

The overlay district should contain design measures that ensure a walkable, attractive urban environment. Design factors include the following features:

- *“Build-to” lines*—This code provision could require construction of new buildings at or very near the right-of-way boundary to ensure that the building “faces the street.” Buildings constructed at the back of lots with parking lots fronting the street detract from the streetscape, decrease walkability, encourage auto trips, and can detract from the character of urban places.
- *Building entrances and ground-floor windows*—Ground-floor uses could be required to have entrances that are oriented toward streets or other public spaces. Additionally, the ground-floor levels of commercial buildings should be required to have windows, display windows, or other features of interest; for example, 50 percent of the linear ground-floor frontage of buildings could be required to have these features.
- *Pedestrian-oriented buildings*—New construction could be required to be designed with priority consideration for pedestrian access and direct connections to transit stops, as well as pedestrian-scale features and amenities.

## TRANSIT OVERLAY ZONING AND DISTRICTS

Overlay zoning or districts are common tools used by jurisdictions that modify certain requirements of the underlying “base” zone to achieve certain goals. Transit overlay districts have been employed by many cities across the country to encourage a walkable, mixed-use, urban environment near transit. Some example cities include the following:

**Vancouver, WA**—Vancouver enacted a tiered overlay district along some transit corridors in the city. Depending on how close property is to a transit station, different incentives, permitted land uses, and regulations apply. The overlay code generally allows more housing density and development bonuses in exchange for certain amenities, like constructing quality pedestrian facilities.

**Everett, WA**—The overlay code enacted by the City of Everett requires more robust development and design standards to improve walkability and support transit adjacent to the Swift bus rapid transit system. The code also allows for additional housing units in exchange for certain developer actions, like including parking in an underground parking garage as opposed to in surface lots.



## Streetscape standards

Although some base zones in the CCL corridor already include robust streetscape standards for new development (as in downtown), the overlay district should include uniform streetscape standards that support walkability and pedestrian comfort. A safe, pleasant streetscape supports walking, in turn supporting access to transit. Streetscape standards should address the following items:

- *Standard minimum sidewalk widths*—Presently, the municipal code calls for a range of minimum sidewalk widths, depending on the underlying base zone. The overlay district could prescribe minimum sidewalk widths for new development (for example, 10 feet minimum width in commercial areas and 6 feet wide in residential areas with a 6 foot planting buffer) on all transit streets.
- *Landscaping and street trees*—Although landscaping and street trees are required by base zoning in much of the corridor, the overlay district could require additional street trees and landscaping to separate the pedestrian zone from the roadway, for all new development on transit streets.
- *Other amenities*—Street furniture, lighting, and street design materials are other considerations that could be addressed by the overlay district. These items could also be included as part of the development incentives described above.



A potential transit overlay district could include greater height limits for development in certain areas of the corridor. Greater height limits allow for more residential units, or commercial and office space, and can help make development more financially viable. The image to the left illustrates what a building could look like in the Chief Garry neighborhood if height limits were raised to 55 feet.



## SNAPSHOT: UNIVERSITY DISTRICT

Spokane's University District and east downtown are active, well-used areas that are highly conducive to enhanced transit service and the redevelopment opportunities it can provide. Home to multiple universities and institutions, the University District is establishing itself as a vibrant "live/work/play" community for students and city residents alike. Nearby east downtown is characterized by underdeveloped parcels and multiple surface parking lots today—but the community envisions ever-tighter connections to the University District in the future, as development opportunities expand to the west and south.

Currently, zoning within and around the University District and east downtown neighborhood enables transit-supported development. Spokane municipal code encourages redevelopment of higher density residential and commercial uses. However, fine-tuning regulations and land use plans in the corridor—through the proposed transit overlay district (Strategy LU.2) and other means—could help the University District and east downtown areas achieve their redevelopment aspirations.

Additionally, developing an effective transportation demand management plan can reduce driving and the need for parking and can help to control development costs related to parking. Currently, a large amount of surface parking is available, and a new parking garage is planned to be constructed on the Washington State University campus.

As the location of multiple universities, the University District and east downtown area is intended to have a variety of land uses supporting the students, faculty, and staff who work and go to school in the area. There is broad community interest in fostering development and redevelopment throughout the University District, and the CCL and strategies proposed in the Strategic Overlay Plan can help achieve those goals.

Artist's conceptual rendering of potential University District redevelopment. The red line represents the CCL.



Tacoma, WA is one of many communities that has design standards for specific neighborhoods or historic districts. This image shows building scale design guidelines for the North Slope/Wedge Neighborhood. Design guidelines could be implemented in the Browne's Addition neighborhood that would apply to new development and maintain and enhance the historic character of the community.

#### **SCALE**

**Goal:** Relate the size and proportions of new buildings and their architectural elements to those of the neighborhood.

**Guideline:** Building facades should be of a scale compatible with surrounding buildings and maintain a comparable setback from the property line to adjacent buildings, as permitted by applicable zoning regulations.



#### **Parking**

High-performance transit like the CCL allows people who live near transit stations or visit destinations close to a stop to leave their cars behind—or, for some, not own a car at all. For this reason, less parking is typically needed for development next to frequent service transit. Reducing the amount of parking required with new development has the added benefit of reducing the amount of land devoted to parking, while also reducing the cost of development. Although downtown Spokane and part of the University District already have regulations that allow new development to be built without parking, other areas of the corridor, like the Chief Garry Park neighborhood, have parking minimums for some types of development. The overlay district could establish lower parking maximums, and parking minimums could be eliminated or reduced. Finally, the overlay district should specify permissible locations for new off-street parking, such as in the rear of buildings or abutting side streets.

#### **Allowable uses**

The overlay district could restrict or allow different uses than the underlying base zone. For example, mixed-use development (e.g., retail and housing) could be expressly allowed. These regulations would help to ensure that transit-supported uses are prioritized near transit stations.

#### **Strategy LU.3: Work with neighborhoods and property owners to explore modifying land use regulations in some areas of the CCL corridor to support new development and neighborhood goals.**

Other targeted changes to land use regulations in the corridor may be appropriate to encourage walkable, mixed-use development and higher residential densities and ensure new development is context-sensitive. The following land use regulation changes should be explored in the future:

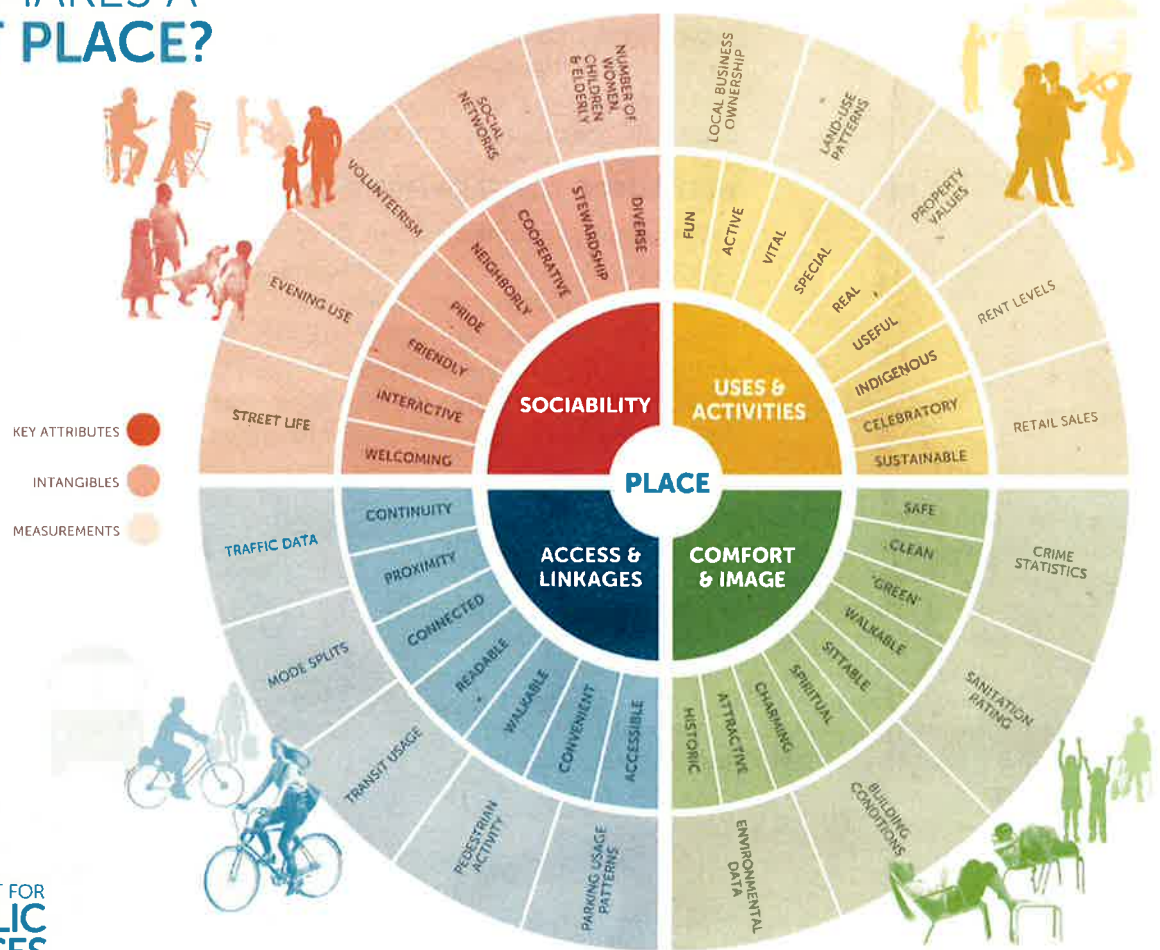
- Extend Form-Based Code zoning along Mission Avenue east of Hamilton Street in the Logan Neighborhood—The Form Based Code zone was enacted in 2015 by the City of Spokane to help guide development along Hamilton Street and support the “corridor and centers” goals of the Comprehensive Plan. Mission Avenue, just east of Hamilton Street, represents a promising area for potential expansion of this type of zoning.
- Extend “corridor and centers” zoning on Cincinnati Street—Cincinnati Street, immediately adjacent to Gonzaga University, would benefit from corridor and centers zoning, in accordance with the land use goals of the Comprehensive Plan. This zoning would help encourage denser, mixed-use development conducive to high performance transit.
- Enhance design guidelines for Browne’s Addition—During public outreach, community members expressed a strong desire to maintain and enhance the character of the Browne’s Addition neighborhood. The City of Spokane could consider enhanced design guidelines that would apply to new or redevelopment in the neighborhood.
- Continue working to evaluate barriers to development—work with the Downtown Spokane Partnership and other stakeholders to identify barriers to development and look for effective solutions.

**Strategy LU.4: Encourage placemaking strategies in downtown, the Chief Garry Park neighborhood, and other areas of the corridor**

“Placemaking” capitalizes on a neighborhood or community’s assets and potential to make public spaces vibrant, attractive, and active places—it strengthens the connection between people and places. It promotes use of public space by increasing community interest and in turn, building the character and quality of a place. The Downtown Spokane Partnership has implemented many placemaking projects and programs that have helped transform downtown Spokane. During public outreach, the Chief Garry Park neighborhood expressed a strong desire to strengthen their neighborhood’s identity and character. Enhanced placemaking strategies in these areas and others, enacted through partner organizations and the City of Spokane, could include:

- Fostering multi-use public spaces—Riverfront Park is already one such public space in downtown; Chief Garry Park could be promoted similarly.
- Local business marketing—marketing can make residents and visitors aware of local business offerings and increase business.
- Encourage events, large and small—events attract both residents and visitors, contributing to the local economy.
- Encourage built environment design features that enhance places—features like landscaping, seating, public art, upgraded building facades, and awnings.

## WHAT MAKES A GREAT PLACE?



## PLACEMAKING

The Project for Public Spaces developed this figure to illustrate the key elements of placemaking. Many of these elements are already in place—especially in downtown Spokane—but others could be implemented to enhance placemaking in the CCL corridor.



**Strategy LU.5: Support incremental density increases in the Chief Garry Park neighborhood by encouraging accessory dwelling units and other infill; seek additional input to identify station areas on Mission Avenue where it would be appropriate to modify zoning for increased residential development**

The Chief Garry Park neighborhood is characterized by single-family homes, with most businesses located at the east end of the neighborhood. The neighborhood is currently very affordable, and residents express a strong desire to maintain the neighborhood's affordability in the long term. The median income in the neighborhood (\$32,000 in 2014) is lower than the Spokane County average (\$50,000 in 2014), meaning housing affordability is an important issue in the neighborhood. Although rents and property prices are currently affordable, as Spokane continues to grow in general and along the CCL corridor, pressure on housing prices is likely to increase in the future.

Exploring the rezone of targeted locations within the CCL corridor to allow higher residential densities would allow more people to live close to the CCL. More housing in the neighborhood, in turn, will help ensure that the housing supply in does not become constrained.

**ECONOMIC DEVELOPMENT STRATEGIES**

Transit improvements like the CCL tend to make streets more desirable for new development. People want to live and work near high performance transit, as it reduces travel times, makes it easier to meet daily transportation needs, and reduces transportation costs. The Economic Benefits of the CCL (EcoNW, 2014) study estimated that the CCL will generate tens of millions of dollars of investment and increased property values. These benefits can be enhanced with help from the public and private community partners.

The Downtown Association in Oregon City, Oregon has worked to garner developer and businesses interest in downtown, especially after the recession closed a number of storefronts. The Downtown Association worked with the owners of two opportunity sites—the Busch Building and Multnomah Lodge—to create a redevelopment concept and a financially feasible program for the site. The development concept and financial analysis helped to increase developer interest in the sites. One of the locations was subsequently redeveloped.

A new restaurant occupies one corner of the Busch Building, a renovated historic building in Oregon City Oregon.



Today, a number of barriers exist in the corridor, which must be overcome to realize new economic development. The following strategies and actions will support economic development in the CCL corridor, fostering new housing, commercial, and office development in locations desired by the community and existing plans.

**Strategy E.1: Champion an opportunity site by funding and releasing a request for proposal for concept-level design work and financial analysis**

While the CCL corridor has seen a number of new residential, hotel, commercial, and other projects in recent years, developing new projects in areas of the corridor (especially residential projects) is still challenging due to low prevailing rents, which decrease financial feasibility. However, with property values increasing post-recession, and the benefits of the CCL making property more attractive within the corridor, rents are likely to continue to rise to the point where projects make good financial sense. However, in the meantime, when rents may be marginally supportive of development, or the market has not been “proven” yet, communities can take other actions to help spur desired development in their community.

The University District, Downtown Spokane Partnership, or other community partner could develop a conceptual site plan or drawing for a key opportunity site in the corridor, accompanied by basic financial analysis to show how such a project would be financially feasible. Financial analysis may show that a development concept is not currently feasible, but is still valuable for understanding how large the gap is and what measures could be taken to close the financial gap. Creating a conceptual site plan could increase interest in the site, allow the community to express a preferred vision, and increase the likelihood that development will occur.

**Strategy E.2: Explore joint development opportunities by identifying possible opportunities for co-locating housing and commercial uses with transit**

Joint development opportunities can enhance the effectiveness of the project (e.g., increasing ridership or improving transit access and/or mobility). Joint development—where public agencies partner with the private sector to deliver new development at or near major transit stops and stations—has been explored or accomplished by many public agencies across the country, including King County Metro in Washington. With joint development, public agencies work with a private developer to create a project on publicly owned land that usually includes transit elements, like a bus station or park-and-ride, and housing and commercial uses co-located at the site.

Joint development benefits public agencies by providing a revenue stream, supporting transit ridership, and allowing for a much greater level of public influence in the new development. Private developers benefit from the accessibility of the transit station for potential tenants and reduced need for parking facilities.

## SNAPSHOT: CHIEF GARRY PARK NEIGHBORHOOD



Rendering of potential future development adjacent to the CCL in the Chief Garry Park neighborhood

Source: IBI Group

The Chief Garry Park neighborhood lies along either side of Mission Avenue in the eastern part of the CCL corridor, with Chief Garry Park serving as a focal point in the community. The neighborhood is characterized by single-family residences and is one of the most accessible neighborhoods to downtown. Mission Avenue represents one of the greatest opportunities for transit-supported development in the Central City Line corridor, with interest from the community in potentially expanding neighborhood commercial development. The community would like to see the neighborhood remain affordable. Future planning efforts could explore possible new nodes of transit-supported multi-family housing near stations to help maintain neighborhood affordability and complement the CCL. Other strategies—like pedestrian improvements detailed in the Land Use section of this plan—will increase safety and walkability, another key interest of the community.

These changes would strengthen a sense of neighborhood identity and, ultimately, increase CCL ridership. Incentives and regulations proposed as part of the transit overlay district can help make these changes a reality in the neighborhood. Transit-supported land use changes coupled with development incentives could activate the market for new housing along Mission Avenue and for mixed-use commercial at key nodes. Small areas of existing commercial zoning along Mission Avenue (including Mission Avenue and Napa Street) present prime opportunities for new development.



## HOUSING STRATEGIES

Transit investments like the CCL can spur economic development, attracting more residents, businesses, and employers to locate near the corridor. The type of development that occurs adjacent to high-performance transit is also typically dense and walkable, meaning many residents and visitors can reach destinations without a car. These benefits typically increase property values and, in turn, can increase housing costs and erode affordable housing in the corridor. Lower income households and those without access to automobiles use transit at higher rates than others and have the greatest need for affordable transportation options. Accordingly, strategies to ensure that all types of housing—including affordable and market rate housing—remain available in the corridor are critical. With policies in place to protect affordability and encourage other types of housing in downtown and throughout the corridor, the CCL can help the city ensure that housing is available at a range of different price points.


Presently, housing is generally affordable in the CCL corridor. For the purposes of this plan, “affordable” housing is that which is affordable to households earning less than 50% of area median income. Although prices have increased slightly in the downtown area since the end of the great recession, they remain affordable along the entire corridor. National affordable housing studies have shown that preserving affordable housing before rental prices begin to increase is an essential strategy to ensuring long-term affordability. This section details recommendations for the City of Spokane and regional housing partners to increase the amount of all types of housing in the corridor, and preserve and enhance affordability. These strategies can help ensure that a healthy mix of affordable and market rate housing is available to households with a wide range of incomes.

The City of Portland adopted a “no net loss” affordable housing policy in 2001 for the central city (downtown). In the early 2000s, the central city was experiencing increased redevelopment, which has continued to this day. The central city is home to a significant share of affordable housing in Portland, and the City Commission adopted this policy in recognition of the growing conversion vulnerability of affordable housing to higher priced units. The policy also directed the City to establish a plan for preserving and developing more affordable housing in downtown. The City’s efforts have been a success—thousands of housing units have been constructed in the downtown in recent years, with around 25 percent of all units in the north end of the central city built as affordable housing.

### RESOLUTION NO.

**36021**

Adopt a No Net Loss policy for affordable housing in the Central City, and state Council intention to seek the financial resources and/or regulatory tools adequate for the creation, preservation and rehabilitation of affordable housing in the Central City and throughout the metropolitan Portland area. (Resolution)



The CCL will support more housing of all types and for all incomes, helping to support a diverse range of housing options throughout the corridor.

**Strategy H.1: Develop an affordable housing monitoring program to keep track of the supply of affordable and workforce housing in the corridor to facilitate a proactive response if rents begin to rise**


A monitoring program can keep the city and housing partners apprised of the status of affordable and workforce housing and rents in the corridor and alert partners to issues. Monitoring programs can take many forms, but typically include a biennial assessment of the number of housing units in a given area, rents for those units, and associated trends in the number of units or levels of affordability. A monitoring program does not accomplish retention of affordable housing in and of itself, but can allow for a proactive response from government and housing partners if decreases in affordability occur.

**Strategy H.2: Adopt a “no net loss” affordable housing policy for the corridor and downtown**

This policy can apply to legally binding affordable housing units in the corridor or to other affordable housing units as well. This policy would establish a clear affordable housing retention goal for the CCL corridor and help guide efforts to preserve or construct new affordable housing. “No net loss” can be defined as no net loss of the current number, type, and affordability levels of housing units that are home to people who have median incomes at or below certain thresholds, such as 30 percent and 60 percent, of area median income within the corridor.

**Strategy H.3: Develop an approach to preserving and creating affordable housing within the corridor**

The City of Spokane, in partnership with others, enacts the Consolidated Plan for Community Development (required of communities in order to receive federal Housing and Urban Development [HUD] funding), which describes current market conditions and areas where funds should be invested to enhance housing and economic development in the city. These plans, and the actions of both agencies, can be augmented in future years to respond to any future decreases in housing affordability in the corridor. Recognizing that strategies H.1 and H.2 cannot prevent the erosion of affordable housing by themselves is important. By incorporating a multipronged strategy to preserve and develop new affordable housing into existing affordable housing planning efforts, the City, and regional housing partners can proactively respond to increasing property values and decreased housing affordability if they occur in the corridor.



This approach should focus on legally binding affordable housing, which provides certainty around affordability in the long term. The approach could include the following elements:

- Ensuring the availability of affordable units for low-income and very low-income individuals.
- Ensuring that affordable and workforce housing options are created throughout the corridor (and Spokane as a whole) to foster a diversity of housing options for people of all incomes
- “Land banking,” or purchasing vacant parcels for future affordable housing development or purchasing existing multifamily buildings for retention as affordable housing.
- Ensuring that new affordable housing units are developed within the same market as those that were converted.
- Enacting incentives that result in new affordable housing with development (see Strategy LU.1).
- Providing services to relocate tenants to affordable housing if units are converted to other uses.

## TRANSPORTATION STRATEGIES

### Strategy T.1: Identify pedestrian barriers and connection opportunities in the corridor, and apply best practices from the 2015 Pedestrian Master Plan to address deficiencies

While sidewalks are present on nearly all streets in the corridor, pedestrian conditions still vary widely, as detailed by the 2015 Pedestrian Master Plan. Most transit riders start as pedestrians, meaning safe, comfortable, and accessible walking facilities are essential to making transit work for riders. The City and STA can identify gaps and barriers—like deficient sidewalk ramps, missing or heavily damaged sections of sidewalk, and others—that could be remedied to improve the pedestrian experience in the corridor. This strategy would build on the Pedestrian Master Plan, and could potentially represent an early action as part of that plan. Following are specific pedestrian issues that should be addressed:

- *Upgrading sidewalk curb ramps where needed to ensure CCL stops are accessible to all*—Per federal requirements, the City of Spokane maintains an Americans with Disabilities Act Transition Plan that includes provisions for incrementally improving curb ramps to improve accessibility. Curb ramps identified for upgrades within or adjacent to the CCL corridor, like east of Browne's Addition in the vicinity of Maple Street could be folded into this overall program.

### CROSSINGS

Crossings on Mission Avenue could be improved to increase pedestrian safety and comfort in the CCL corridor. This graphic shows a crossing with pedestrian-activated beacons and a concrete divider.

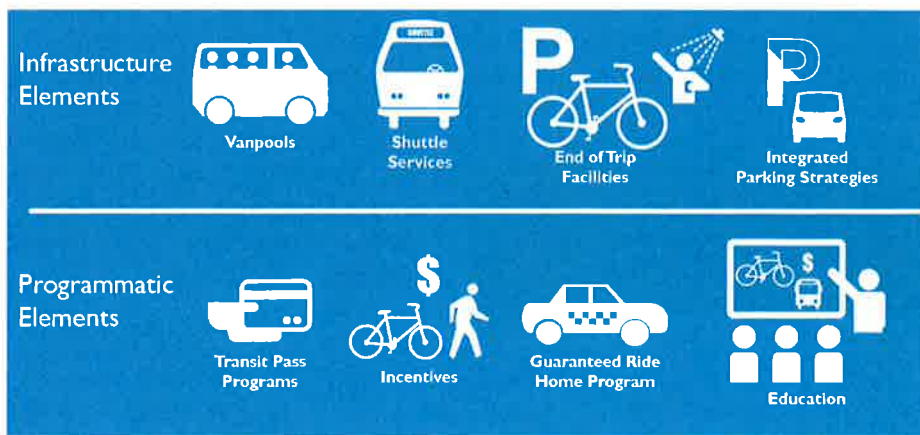


- *Improving pedestrian crossing on Mission Avenue*—These could include pedestrian refuge islands, rapid flashing beacons, and improved lighting. During outreach for the Strategic Overlay Plan, the Chief Garry Park neighborhood identified this issue as one of their primary concerns.
- *Consider connections to the local and regional trail system*—the existing Centennial Trail and others, like the North Spokane Corridor Children of the Sun Trail, are present within the CCL corridor. These trails present valuable bicycle and pedestrian connection opportunities for the CCL and the connections between the trail and transit system should be carefully considered.
- *Downtown sidewalks*—the Pedestrian Master Plan identified downtown sidewalks as some of the most deficient in the city. Improving these will benefit those accessing the CCL and downtown as a whole.

### **Strategy T.2: Encourage transportation demand management (TDM) best practices in the corridor**

TDM best practices include targets, strategies, and evaluation measures to reduce single-occupant vehicle miles driven and trips, resulting in benefits in terms of reduced need for parking, reduced costs for travelers, increased use of transit, cycling and walking, improved health, and reduced need for new auto and parking infrastructure. TDM measures are appropriate for all areas along the corridor, but the University District and downtown would be likely to realize the most benefits of implementing TDM practices, potentially through development of TDM plans.

TDM plans typically have a number of different elements like encouragement strategies, parking policies, and investments in new facilities and programs, such as bike parking and transit pass programs. The University District Master Plan (2004) recognizes the value of being ideally located to take advantage of multiple transportation options; a University District TDM plan would build upon the strategies outlined in the master plan. Downtown, with its thousands of employees, visitors, and increasing numbers of residents, would also benefit from TDM strategies.



### **ELEMENTS OF A TDM PLAN**

TDM plans typically include a number of elements that work together to make walking, cycling, and transit easier for people to use while reducing the number of single-occupant vehicle trips and need for parking.



Site- or district-specific TDM plans are typically very cost-effective, saving money for both businesses and institutions and employees, students, and customers. A relatively small investment in a TDM plan would help realize these benefits, while also encouraging ridership on the CCL.

A University District TDM Plan should include strategies that address the following elements:

- Integrated parking strategies, including shared parking arrangements between the universities to make best use of existing parking supplies.
- Expansion of transit pass programs to employees at the universities, in addition to “emergency rides home” for all pass holders.
- New residential development projects could be required to have transit pass programs and provide trip planning information to new residents.
- Marketing and outreach strategies and materials, including programs that promote the CCL for commuting and other trips to and from the campuses; the CCL route is ideally situated to serve as a shuttle for students, visitors, and employees between the university campuses and downtown.
- Partnerships among Spokane Community College (SCC), the university campuses of the University District, and the Downtown Spokane Partnership to allow event parking at SCC, facilitated by introduction of the CCL
- Facilities for bike commuting, including secure bike parking facilities, “fix it” stations, and changing stations.
- Carpooling and ride sharing programs and actions, including reserved parking for carpools and promotion of STA’s CommuteFinderNW online ride matching tool.

Successfully creating and implementing a TDM plan will require coordination among many partners, including local businesses, the universities, the City of Spokane, the Public Facilities District (PFD), University District, and STA.

### **Strategy T.3: Develop, fund, and implement a local wayfinding plan that will complement the regional wayfinding project underway in the City of Spokane**

A wayfinding system defines a sense of place and directs pedestrians and motorists to their destination. In the Chief Garry Park neighborhood, for example, local wayfinding could direct pedestrians to the Centennial Trail, other riverfront trails, and pocket parks or plazas. Wayfinding can also improve access to transit. A local wayfinding plan would complement the larger regional wayfinding project currently underway.

*“Targeted streetscaping can go a long way to spur development, and increase the desirability of a neighborhood.”*  
– Public Comment

#### **Strategy T.4: Implement a bike sharing program in the University District, Downtown, Browne's Addition and Kendall Yards**

Bike sharing allows travelers to make short distance trips by bike. Bike sharing complements transit by helping riders complete the first and last legs of their trip and also to run errands midday for those who commute to work by transit. Bike sharing can reduce intra-city traffic, calm vehicle speeds, and increase mobility for users. Bike sharing programs have been successfully implemented in many medium-sized cities like Spokane; in Eugene, Oregon, and Madison, Wisconsin, the major university campuses are the focal points of the bike sharing programs. The City of Spokane currently has a grant to explore bike share feasibility; the CCL should be considered as a key element that would help to make bike share a success in the city.

#### **Strategy T.5: Explore a residential parking pass program in Browne's Addition, the Logan neighborhood, and other areas along the corridor where on-street parking is at a premium**

During public outreach, neighbors indicated that parking can sometimes be an issue in Browne's Addition neighborhood, especially near the intersection of Pacific Avenue and Cannon Street and near multifamily developments in the neighborhood. Similar concerns were heard from the Logan neighborhood community. A residential parking pass program, coupled with new time-limited on-street parking, could encourage turnover and ensure residents are given parking priority in the neighborhood. The City of Spokane presently has a residential parking program in place in downtown and is exploring expansion of the program to other areas of the city. While these programs have administrative costs, the benefits in terms of reduced need for off-street parking and better management of the existing parking supply can easily outweigh program costs.

#### **WHAT IS BIKE SHARING?**

Bike sharing is an increasingly popular program around the United States as well as globally, ideal for short-distance point-to-point trips. Customers pick up a bike at one self-service bike station and return it to any other station within the service area.

Bike sharing complements transit and is often seen as an extension of the transit system itself, allowing users to easily and inexpensively complete the first or last legs of their trip.





## STRATEGIC ACTION PLAN

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The strategies presented in the preceeding sections will be implemented by project partners, including the City of Spokane, the Downtown Spokane Partnership, University District, and others. The following Strategic Action Plan details the implementation steps that should be taken to enact each strategy, organized by actor and the timeframe for development. The timeframes are as follows:

- “Short” is 0 to 2 years
- “Medium” is 2 to 5 years
- “Long” is 5 years and longer

Most implementation actions below can be accomplished within the next 5 years; some strategies, such as those addressing affordable housing, ideally would accomplished before the CCL begins operation. Affordable housing preservation is usually most achievable and possible in advance of major investments like the CCL. Several land use strategies and economic development strategies are also best implemented before the CCL begins operation; when implemented, they will support positive land use changes in the corridor that support community goals and also immediately support ridership on the CCL. Many actions will be implemented by several project partners, while others are exclusively or mostly accomplished by individual actors. For example, revisions to city policy and the municipal code primarily will be implemented by the City of Spokane, with assistance and input from STA or others.

The following tables describe implementation actions for each policy area.

## LAND USE STRATEGIES

Implementation Actions	Responsible Organization	Timeframe
<b>LU.1 Adopt new Comprehensive Plan policies to encourage transit-supported development through regulations and incentives</b>		
Develop comprehensive plan language for inclusion in annual plan amendment process (2017)	Lead: • City of Spokane	Short
<b>LU.2 Develop and implement a high-performance transit overlay zone or district within the CCL corridor</b>		
Work with neighborhoods and property owners to determine the geographic scope of the overlay district; consider elements (e.g., "density bonuses") that should be included	Lead: • City of Spokane	Short
Develop, review, and enact the overlay district ordinance	Lead: • City of Spokane	Medium
<b>LU.3 Work with neighborhoods and property owners to explore modifying land use regulations in some areas of the CCL corridor to support new development and neighborhood goals</b>		
Explore potential changes with residents during neighborhood planning in Browne's Addition and Chief Garry Park neighborhoods	Lead: • City of Spokane	Short
Discuss potential zoning changes with property owners along Cincinnati Street, including Gonzaga University	Lead: • City of Spokane	Short
Develop and adopt ordinance changes and/or comprehensive plan land use map amendments	Lead: • City of Spokane	Medium
<b>LU.4 Encourage placemaking strategies in downtown, the Chief Garry Park neighborhood, and other areas of the corridor</b>		
Continue to evaluate placemaking strategies throughout the corridor	Lead: • City of Spokane  Stakeholders: • Neighborhood Associations • Downtown Spokane Partnership	Medium

## LAND USE STRATEGIES

Implementation Actions	Responsible Organization	Timeframe
<b>LU.5 Support incremental density increases in the Chief Garry Park neighborhood by encouraging accessory dwelling units and other infill; seek additional input to identify station areas on Mission Avenue where it would be appropriate to modify zoning for increased residential development</b>		
Explore increased residential densities with the Chief Garry Park neighborhood during neighborhood planning processes	Lead: • City of Spokane	Short
Develop and adopt ordinance changes and/or comprehensive plan land use map amendments	Lead: • City of Spokane	Medium

## ECONOMIC DEVELOPMENT STRATEGIES

Implementation Actions	Responsible Organization	Timeframe
<b>E.1 Champion an opportunity site by funding and releasing a request for proposal for concept-level design work and financial analysis</b>		
Work with willing property owners to establish a preferred development concept for an opportunity site(s)	Lead: • Downtown Spokane Partnership Stakeholders: • STA • University District	Short
Develop a request for proposal for concept visioning and financial analysis to demonstrate project feasibility	Lead: • Downtown Spokane Partnership Stakeholders: • STA • University District	Medium
<b>E.2 Explore joint development opportunities by identifying possible opportunities for co-locating housing and commercial uses with transit</b>		
Identify potential project partners and property(s) that may be suitable joint development opportunities near a CCL station(s)	Lead: • STA • City of Spokane	Medium
Work to secure property and an agreement with developer for joint development near a CCL station	Lead: • STA • City of Spokane	Long



## DEVELOPMENT OPPORTUNITY SITES



### Former Otis Hotel Redevelopment opportunity

This former hotel building at 110 S. Madison Street has been vacant since 2007, but presents an opportunity to be restored as multi-family housing and potentially commercial or retail uses on the ground floor.



### Jensen-Byrd redevelopment site near Pine Street and Main Avenue

The Jensen-Byrd site is poised to redevelop into office and retail space at Pine Street and Main Avenue between the CCL alignment and the Gateway Pedestrian Bridge north landing. Photo courtesy of Google.

Many sites throughout the Central City Line corridor are poised for new development or redevelopment. West Main Avenue has already seen a great deal of new development, and the area is likely to continue revitalizing. Three additional illustrative sites are identified here, showing locations where the CCL will support redevelopment—and, in turn, that development will spark activity and ridership to ensure success of the new transit investment. Other areas of potential redevelopment include West downtown and Mission and Napa in the Chief Gerry neighborhood

The policies and strategies described in this Strategic Overlay Plan increase the likelihood that new development supportive of community values and the CCL will occur.



### Property at Riverside Avenue and Division Street

Four parcels owned by the City of Spokane and one privately owned site are currently vacant and used for surface parking in the vicinity of Riverside and Division. This location, around the corner from new businesses on Main Avenue and ideally situated on the CCL corridor, could be a prime location for mixed-use, transit-supported development.



## HOUSING STRATEGIES

Implementation Actions	Responsible Organization	Timeframe
<b>H.1 Develop an affordable housing monitoring program to keep track of the supply of affordable housing in the corridor to facilitate a proactive response if rents begin to rise</b>		
Develop a simple affordable housing monitoring program for adoption by the City of Spokane	Lead: • City of Spokane Stakeholders: • Housing Partners	Short
Implement monitoring program (ideally at least once per year)	Lead: • City of Spokane Stakeholders: • Housing Partners	Medium
<b>H.2 Adopt a “no net loss” affordable housing policy for the corridor and downtown</b>		
Draft and adopt “no net loss” affordable housing policy for the corridor and downtown	Lead: • City of Spokane Stakeholders: • Housing Partners	Medium
<b>H.3 Develop an approach to preserving and creating affordable housing within the corridor</b>		
Incorporate strategies for proactively addressing decreased affordability in the corridor into the Consolidated Plan or other plan documents	Lead: • City of Spokane Stakeholders: • Housing Partners	Medium
Enact strategies and include projects in capital programming to address affordability issues, should they occur	Lead: • City of Spokane Stakeholders: • Spokane Housing Authority • Housing Partners	Long

## TRANSPORTATION STRATEGIES

Implementation Actions	Responsible Organization	Timeframe
<b>T.1 Identify pedestrian barriers in the corridor, especially in the Chief Garry Park neighborhood, and apply best practices from the 2015 Pedestrian Master Plan to address deficiencies</b>		
Prioritize sidewalk and pedestrian access deficiencies in the corridor	Lead: • City of Spokane	Short
Incorporate deficiencies into the City of Spokane Capital Improvement Program (except for those addressed by CCL project construction)	Lead: • City of Spokane Stakeholders: • STA	Medium to Long
<b>T.2 Encourage transportation demand management (TDM) best practices in the corridor</b>		
Establish the participants, goals, and targets of a University District TDM plan, and seek funding for plan development from metropolitan planning organizations or other grant source	Lead: • University District Stakeholders: • Universities • Downtown Spokane Partnership • STA	Medium
Develop a TDM plan that contains context-appropriate policies and strategies that will help achieve goals and targets	Lead: • University District Stakeholders: • Universities • Downtown Spokane Partnership • STA	Medium
Implement a University District TDM plan	Lead: • University District Stakeholders: • Universities • Downtown Spokane Partnership • STA	Long
Encourage the State of Washington to fund and support the Growth and Transportation Efficiency Centers (GTEC) legislation to help communities implement TDM programs. The City of Spokane has a GTEC plan in place for downtown	Lead: • City of Spokane Stakeholders: • Downtown Spokane Partnership	Medium

## TRANSPORTATION STRATEGIES

Implementation Actions	Responsible Organization	Timeframe
Explore TDM programs in downtown Spokane	Lead: • City of Spokane • Downtown Spokane Partnership	Medium
<b>T.3 Develop, fund, and implement a local wayfinding plan that will complement the regional wayfinding project underway in the City of Spokane</b>		
Identify destinations and features that would benefit from wayfinding (e.g., Centennial Trail directional signage in the Chief Garry park neighborhood or Coeur d'Alene Park in Browne's Addition); signage at CCL stations should also be considered. Some signage will be included at major CCL stations	Lead: • STA  Stakeholders: • City of Spokane • Neighborhood Associations • Downtown Spokane Partnership	Short to Medium
Implement signage at CCL stations and other locations; maintain signage standards developed as part of the regional wayfinding program	Lead: • STA  Stakeholders: • City of Spokane	Medium
Develop wayfinding concepts that link the CCL to the Spokane Convention Center	Lead: • City of Spokane  Stakeholders: • Downtown Spokane Partnership • Spokane Public Facilities District	Medium
<b>T.4 Implement a bike sharing program in the University District, Downtown, Browne's Addition and Kendall Yards</b>		
Seek a grant to perform a bike share feasibility study to explore potential boundaries, private sponsors, public sector participation, and potential operator of a bike share service	Lead: • City of Spokane  Stakeholders: • University District • Universities • STA • Downtown Spokane Partnership	Short
Develop a bike share program and implement in conjunction with private partners	Lead: • City of Spokane  Stakeholders: • University District • Universities • STA • Downtown Spokane Partnership	Medium

## TRANSPORTATION STRATEGIES

Implementation Actions	Responsible Organization	Timeframe
<b>T.5 Explore a residential parking pass program in Browne's Addition, the Logan neighborhood, and other areas along the corridor where on-street parking is at a premium</b>		
Conduct basic parking use studies in the Browne's Addition and Logan Neighborhoods to understand potential issues (this could coincide with neighborhood planning processes)	Lead: • City of Spokane	Short
Implement a parking pass program in Browne's Addition or other neighborhoods where parking capacity is or becomes strained	Lead: • City of Spokane	Medium

### NEXT STEPS

The Strategic Overlay Plan will be reviewed and adopted by the Spokane City Council. The strategies and implementation actions will be carried out by multiple project partners. While the Strategic Overlay plan provides a blueprint for achieving community goals and leveraging the success of the CCL, many actions will require additional public outreach, funding, and other resources to be fully implemented.









**Agenda Sheet for City Council Meeting of:**  
09/26/2016

<b>Date Rec'd</b>	9/9/2016
<b>Clerk's File #</b>	ORD C35438
<b>Renews #</b>	

<b>Submitting Dept</b>	HOUSING & HUMAN SERVICES	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	ROB CROW 625-6814	<b>Project #</b>	
<b>Contact E-Mail</b>	RCROW@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	1680 - CHHS BOARD ORDINANCE AMENDMENT - COC RESTRUCTURE		

**Agenda Wording**

Amend SMC section 4.34.020 to reflect the creation of a Continuum of Care (CoC) that is independent of the CHHS Board.

**Summary (Background)**

As it is written, one of the functions of the CHHS Board listed in SMC section 4.34.020 is to "act as the board for the local continuum of care". Since the Board is no longer functioning officially as the CoC, this function must be removed from the code. The CHHS Board approved amended bylaws at their 9/7 meeting that included this change among others.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	KINDER, DAWN	<b>Study Session</b>	CHE 8/22
<b>Division Director</b>	MALLAHAN, JONATHAN	<b>Other</b>	
<b>Finance</b>	KECK, KATHLEEN	<b>Distribution List</b>	
<b>Legal</b>	DALTON, PAT	dkinder	
<b>For the Mayor</b>	WHITNEY, TYLER	jmallahan	
<b>Additional Approvals</b>		dianezemke@gmail.com	
<b>Purchasing</b>			

## ORDINANCE NO. C35438

An ordinance relating to the Community Housing and Human Services Board; amending SMC section 4.34.020.

The City of Spokane does ordain:

Section 1. That SMC section 4.34.020 is amended to read as follows:

### **4.34.020 Functions**

The functions of the community housing and human services board shall include:

- A. Prepare the City's consolidated community development and housing plan and annual action plans and the 10-year plan to end homelessness. All to conform with the requirements of the U.S. department of housing and urban development (HUD) and the Washington state department of commerce where applicable.
- B. Develop the City's annual citizen participation plan as required by HUD and involve neighborhoods and citizen representation in the annual funding allocation process.
- C. Hold public hearings on the draft plans to obtain citizen comments prior to recommending adoption by city council.

~~((D.— Act as the board for the local continuum of care, as defined by the federal homeless emergency assistance and rapid transition to housing continuum of care program, ensuring compliance with provisions of 24 CFR part 578. Ensuring the continuum carries out the duties and responsibilities of a coordinated homeless response system. The three primary responsibilities of the continuum of care include (1) operating the continuum of care, (2) designating and operating a homeless management information system and (3) continuum of care planning.))~~

~~((E))~~D. Make recommendations about funding priorities for housing programs and projects and social services utilizing federal, Washington state and City resources.

~~((F))~~E. Evaluate funding requests for eligible activities and projects and make funding recommendations to the mayor and city council.

((G))F. Make recommendations for funding to the mayor and city council for local grant dollars using human services priorities as established by the city council.

((H))G. Provide policy guidance and recommendations for community development, human services, homeless and special purpose grant programs applications and implementation.

((I))H. Represent the diverse constituencies that make up Spokane's low and moderate income populations, service providers and the continuum of care needs and services for extremely low income persons and families.

((J))I. Guide Spokane's community housing and human services into the future.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**BRIEFING PAPER**  
**City of Spokane – City Council CHE**  
**CHHS Board Ordinance Amendment - CoC Restructure**  
August 22, 2016

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**Subject**

The Continuum of Care (CoC) has been restructured to comply with HUD requirements and establish a region-wide collaborative funding and planning approach to addressing the various needs of households experiencing homelessness in the Spokane community. As a result of this creation, SMC section 4.34.020 pertaining to CHHS Board Functions must be amended.

**Background**

The CoC Governance Charter as it was created in the CHHS bylaws was out of compliance with HUD requirements. This led to a process to restructure the CoC with the involvement of various stakeholders in the homeless system. This new CoC Governance Charter was adopted on June 14, 2016 and the newly formed Spokane City/County CoC is currently staffing their Board of Directors.

As it is written, one of the functions of the CHHS Board listed in SMC section 4.34.020 is to “act as the board for the local continuum of care”. Since the Board is no longer functioning officially as the CoC, this function must be removed from the code.

**Impact**

The CHHS Board and Department will work to maintain close connectivity between the two Boards and their respective committees. Additionally, the CHHS Board Bylaws and Committee Governance are being updated to reflect the changes described above.

**Action**

Approval of the amendment to SMC section 4.34.020.

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

09/26/2016

**Date Rec'd**

9/6/2016

**Clerk's File #**

ORD C35439

**Renews #****Submitting Dept**

DEVELOPER SERVICES CENTER

**Cross Ref #**

RES 2016-0072

**Contact Name/Phone**

ELDON BROWN 625-6305

**Project #****Contact E-Mail**

EBROWN@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Hearings

**Requisition #****Agenda Item Name**

4700 - STREET VACATION HEARING - OAK STREET

**Agenda Wording**

Vacation of Oak Street from the south line of 4th Avenue to the north line of 5th Avenue as requested by Avista. (Riverside Neighborhood Council)

**Summary (Background)**

At its legislative session held on August 29, 2016, the City Council set a hearing on the above vacation for September 26, 2016. Staff has solicited responses from all concerned parties.

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

**Study Session****Division Director**

MALLAHAN, JONATHAN

**Other**

PCED 8/15/16

**Finance**

KECK, KATHLEEN

**Distribution List****Legal**

RICHTMAN, JAMES

Engineering Admin

**For the Mayor**

WHITNEY, TYLER

ebrown@spokanecity.org

**Additional Approvals**

edjohnson@spokanecity.org

**Purchasing**

sbishop@spokanecity.org

htrautman@spokanecity.org

City of Spokane  
Department of Engineering Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

## ORDINANCE NO. C35439

An ordinance vacating Oak Street from the south line of 4th Avenue to the north line of 5th Avenue

WHEREAS, a petition for the vacation of Oak Street from the south line of 4th Avenue to the north line of 5th Avenue has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Oak Street from the south line of 4th Avenue to the north line of 5th Avenue in the NE ¼ of Section 24, Township 25, Range 42E W.M is hereby vacated. Parcel number not assigned.



Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_



**CITY OF SPOKANE  
PLANNING & DEVELOPMENT**

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT  
July 22, 2016**

**LOCATION:** Oak St from 4th Avenue to 5th Avenue

**PROPONENT:** Avista

**PURPOSE:** Site Development

**HEARING:** September 26, 2016

**REPORTS:**

**AVISTA UTILITIES** – No Comments

**COMCAST** – Comcast has reviewed the vacation request. Comcast can't approve this vacation. We have a coax plant in this area. If the owner would like for us to move, it would be at their cost.

**CENTURYLINK** – The only services CenturyLink has in this area is one aerial cable that crosses Oak St. As long as we will always have an aerial easement on the WWP pole, we will be fine.

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – Maintain utility easement for water main.

**FIRE DEPARTMENT** – No Comments

**NEIGHBORHOOD SERVICES** - No Comments

**LEVEL 3 COMMUNICATIONS** – Need to retain an easement for existing facilities on the west side of Oak St.

**PARKS DEPARTMENT** - No Comments

**PLANNING & DEVELOPMENT – DEVELOPER SERVICES** – At least 4 properties will become land locked if they are not aggregated prior to vacation. There is a 6" water line in the proposed vacation area. Water Department does not typically look favorably on water lines in easements.

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – No Comments

**PLANNING & DEVELOPMENT – PLANNING** – No Concerns – does not connect

**POLICE DEPARTMENT** - No issues from the Police Department.

**SOLID WASTE MANAGEMENT** - No Comments

**STREET DEPARTMENT** – Traffic operations has no objections.

**WASTEWATER MANAGEMENT** – Approved onsite runoff be maintained and treated on site. This will require removal of storm basins at 5th Avenue & Oak Street when property is privatized.

**WATER DEPARTMENT** – It is the Water Department's understanding that all parcels bounded by 4th Avenue on the north and 5th Avenue on the south; Elm Street on the west and Ash Street on the east, are under the sole ownership of Avista Corporation.

Avista Corporation will seek to have Oak Street as described above vacated.

Avista Corporation will seek abandonment of the six (6) inch ductile iron distribution water main located in above described Oak Street.

The Water Department understands that Avista Corporation will aggregate all described parcels into a single parcel.

Avista Corporation has no interest in seeking future water service taps on the (abandoned) 6-inch water main (Oak Street).

The Water Department has determined the following:

Water system grid in the area is sufficient to address fire-fighting needs after the water distribution main in Oak Street is abandoned.

The Oak Street water main can be abandoned "in place" and terminated at both the 4<sup>th</sup> and 5<sup>th</sup> Avenues intersections.

Avista Corporation will be responsible for Water Department expenses associated with abandoning the water main in (vacated) Oak Street.

Future water service(s) to the above described area will be tapped on the nearest convenient distribution water mains located in 4th Avenue, 5th Avenue and/or Ash Street.

Water Department will assume no further responsibility for the water main once it has been abandoned.

**BICYCLE ADVISORY BOARD - No Comments**

**RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. If the existing utilities are not moved, an easement, over, across, and through, the entire vacation area, for the utility services of Comcast, CenturyLink, and Level 3 Communications, be retained protect existing utilities.
2. The existing water main in Oak Street must be abandoned in place to the satisfaction of the City of Spokane Water Department. All costs associated with this abandonment is the responsibility of the proponent.
3. Plans for termination and closure of the existing street be accepted by the City of Spokane Planning & Development Department and the work finished and accepted by the City of Spokane.
4. The storm facilities on the south side of Oak St. will need to be removed and disconnected from the City of Spokane Storm System. Furthermore all stormwater generated onsite will need to be disposed of onsite.
5. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$239,062.93 and is to be deposited to Budget Account #3200 49199 99999 39510.
6. Parcels must be aggregated by Boundary Line Adjustment to ensure that no parcels are land-locked.
7. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by **December 1, 2017**.

Eldon Brown, P.E.  
Principal Engineer – Developer Services



# P1504684VACA - Site Map



Disclaimer: This is not a legal document: The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc.  
Not suitable for design purposes.

120 60 0 120 240 Feet



AREA

 **COSGIS**  
City of Spokane GIS



**DISTRIBUTION LIST**  
**VACATION OF OAK STREET FROM THE SOUTH LINE OF 4TH AVENUE TO**  
**THE NORTH LINE OF 5TH AVENUE**

**POLICE DEPARTMENT**

ATTN: SGT CHUCK REISENAUER

**FIRE DEPARTMENT**

ATTN: MEGAN PHILLIPS  
MIKE MILLER

**CURRENT PLANNING**

ATTN: TAMI PALMQUIST  
DAVE COMPTON

**WATER DEPARTMENT**

ATTN: DAN KEGLEY  
JAMES SAKAMOTO  
ROGER BURCHELL  
CHRIS PETERSCHMIDT  
HARRY MCLEAN

**STREETS**

ATTN: MARK SERBOUSEK  
MARTHA STEVENSON

**TRANSPORTATION OPERATIONS**

ATTN: BOB TURNER

**PLANNING & DEVELOPMENT**

ATTN: ERIK JOHNSON  
ELDON BROWN  
JOHN SAYWERS

**CONSTRUCTION MANAGEMENT**

ATTN: KEN BROWN

**INTEGRATED CAPITAL MANAGEMENT**

ATTN: KATHERINE MILLER

**WASTEWATER MANAGEMENT**

ATTN: BILL PEACOCK

**PARKS & RECREATION DEPARTMENT**

ATTN: LEROY EADIE

**NEIGHBORHOOD SERVICES**

ATTN: JACKIE CARO  
JONATHAN MALLAHAN  
ROD MINARIK  
HEATHER TRAUTMAN

**BICYCLE ADVISORY BOARD**

ATTN: LOUIS MEULER

**SOLID WASTE MANAGEMENT**

ATTN: SCOTT WINDSOR

**CITY CLERK'S OFFICE**

ATTN: JACQUELINE FAUGHT

**PUBLIC WORKS**

ATTN: SCOTT SIMMONS  
MARCIA DAVIS

**AVISTA UTILITIES**

ATTN: DAVE CHAMBERS  
RANDY MYHRE

**COMCAST DESIGN & CONSTRUCTION**

ATTN: BRYAN RICHARDSON

**CENTURY LINK**

ATTN: KAREN STODDARD

BNSF RAILROAD  
2301 LOU MENK DR  
FORT WORTH, TX 76131-



DISTRIBUTION LIST  
VACATION OF OAK STREET FROM THE SOUTH LINE OF 4TH AVENUE TO  
THE NORTH LINE OF 5TH AVENUE

413 S REGAL/1711 E DEAN/518 S ELM LLC  
303 W 33RD AVE  
SPOKANE, WA 99203-1607

CROSBY JR, J E  
1904 W 5TH AVE  
SPOKANE, WA 99204-1711

CORTNER, RAYMOND F & SHARON R  
5402 E CUSTER LN  
SPOKANE, WA 99223

INTNL UNION OPR ENG 370  
PO BOX 3386  
SPOKANE, WA 99220-3386

CROSBY JR, JOSEPH E & MISTIE S  
2004 E SOUTH RIDGE DR  
SPOKANE, WA 99223-

CCH GRAY, LLC  
1325 W 1ST AVE STE 210  
SPOKANE, WA 99201-4600

RICKARD, STEVEN D & TRISHA A  
5408 S INLAND EMPIRE WAY  
SPOKANE, WA 99224-9656

NELSON, ROGER A  
15221 N CLUBGATE DR UNIT 1011  
SCOTTSDALE, AZ 85254-2638

CCH GRAY, LLC  
1325 W 1ST AVE #210  
SPOKANE, WA 99201

220 SOUTH ELM STREET, LLC  
5391 E SHORELINE DR  
POST FALLS, ID 83854

DOUGLASS, HARLAN D  
815 E ROSEWOOD AVE  
SPOKANE, WA 99208-5507

CCH GRAY, LLC  
1208 W 3RD AVE  
SPOKANE, WA 99201-4608

HERMES, JEFFREY S & KIMBERLY D  
18316 E 8TH AVE  
GREENACRES, WA 99016-8713

ALANO CLUB INC  
1716 W 7TH AVE  
SPOKANE, WA 99204-3504

PIC LTD PTNS  
1720 W 4TH AVE  
SPOKANE, WA 99201-5302

NEWBERRY, MORGAN M  
1801 W 6TH AVE  
SPOKANE, WA 99204

DISTRIBUTION LIST  
VACATION OF OAK STREET FROM THE SOUTH LINE OF 4TH AVENUE TO  
THE NORTH LINE OF 5TH AVENUE

TORRES, MARIANNE 2511 S TEKOA ST SPOKANE, WA 99203-2457	WISER, LARRY L & ANNEMARIE R 79055 VIA CORTA LA QUINTA, CA 92253-6309
AVISTA CORPORATION P. O. BOX 3727 SPOKANE, WA 99220-3727	DONE DEAL PROPERTIES 7, LLC 12904 E NORA AVE STE C SPOKANE VALLEY, WA 99216-1123
R.S.M., INC PO BOX 9000 SPOKANE, WA 99209-9000	OVERHOLSER, WILLIAM H / MARILYN A/JASON 48 W 40TH AVE SPOKANE, WA 99203
PIC LIMITED PARTNERSHIP I 1720 W 4TH AVE SPOKANE, WA 99201-5302	JENELLE M. WOLL 1913 W. 3 <sup>RD</sup> AVE. SPOKANE, WA 99201
MT FUTURES LLC 4115 N ELLA RD SPOKANE, WA 99212	POUL C. JENSEN 415 S. CHESTNUT ST. SPOKANE, WA 99201
CAR WASH ENTERPRISES INC PO BOX 70527 SEATTLE, WA 98127	ERIC D & HEIDI T CROW PO BOX 666 SPOKANE, WA 99210-0666
MING WAH LAND, LLC 1618 1/2 W 3RD AVE SPOKANE, WA 99204	INTNL UNION OF OPER ENG 370 PO BOX 3386 SPOKANE, WA 99220-3386
LACKMAN, HENRY A & SHERYL A 3710 W ROSAMOND AVE SPOKANE, WA 99224	LOGAN D & CARA E DEVINY 11310 N JUDKINS RD. SPOKANE, WA 99217

**DISTRIBUTION LIST**  
**VACATION OF OAK STREET FROM THE SOUTH LINE OF 4TH AVENUE TO**  
**THE NORTH LINE OF 5TH AVENUE**

DANIEL E & TONI L WHITE PO BOX 8722 SPOKANE, WA 99203	RPI PROPERTIES INC PO BOX 9000 SPOKANE, WA 99209-9000
GURCHAIT & JAGDISH K BAINS 1301 S HAVANA ST. SPOKANE, WA 99212	RIM ROCK OF SPOKANE LLC 7219 E SOUTH RIVERWAY AVE SPOKANE, WA 99212
PHILIP & MARESA PATTERSON 2505 E. GALER ST. SEATTLE, WA 98112	JULIA M. PELC 1917 W. 3 <sup>RD</sup> AVE SPOKANE, WA 99201
CCC BUSINESS LLC 503 E. 2 <sup>ND</sup> AVE. SPOKANE, WA 99201-1405	JEFFERY A & KAREN D JORDAN 25 S. BLAKE RD., STE. #1 SPOKANE VALLEY, WA 99216
TRESKO FAMILY REAL ESTATE LLC 1979 W. 5 <sup>TH</sup> AVE. SPOKANE, WA 99204	1915 – 5 <sup>TH</sup> AVE. LLC 1915 W. 5 <sup>TH</sup> AVE. SPOKANE, WA 99201-5310
LARRY E BEACH & NANCY MCCALLISTER 1624 E. SOUTH RIVERTON SPOKANE, WA 99224	ANNE M MILLANE 447 GROVE ST. MAYVILLE, WI 53050
PETER & NADEZHDA VASILENKO 18428 N. DIVISION RD. COLBERT, WA 99005	BAYSUL, EAGAN 617 S. ELM ST. SPOKANE, WA 99204
DORETTA M & DONALD E BRYAN 12783 MOSAIC DR. RANCHO CUCAMONGA, CA 91739	GERALD NEESER REVOCABLE TRUST 2501 BLUEBERRY RD. ANCHORAGE, AK 99503

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

09/26/2016

**Date Rec'd**

9/1/2016

**Clerk's File #**

ORD C35437

**Renews #****Submitting Dept**

PLANNING

**Cross Ref #**

ORD C35309

**Contact Name/Phone**

TERI STRIPES 625-6597

**Project #****Contact E-Mail**

TSTRIPES@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

0650 - PLANNING - ORDINANCE AMENDING ORD C35309

**Agenda Wording**

Amend the City Council adopted ORD C35309 approving an application to amend the City's Comprehensive Plan Land Use Map from Residential 4-10 to CC-Core for 0.31 acres (13,800 sq. ft.) located at 1414 E 10th Ave. and 1415 E 11th Ave. Also amending

**Summary (Background)**

Staff has worked with the applicant to draft a development agreement. The applicant has requested an amendment to the conditions/limitations listed in adopted ORD C35309 to allow "and permitted residential uses" for the parcel addressed at 1414 E 10th Ave. In addition, the applicant suggested adding language that would also permit the lots to be used for park purposes.

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

KEY, LISA

**Study Session****Division Director**

KEY, LISA

**Other**

PCED 7/18/16

**Finance**

KECK, KATHLEEN

**Distribution List****Legal**

RICHTMAN, JAMES

Engineering Admin

**For the Mayor**

WHITNEY, TYLER

lkey@spokanecity.org

**Additional Approvals**

jrichman@spokanecity.org

**Purchasing**

tblack@spokanecity.org

tstripes@spokanecity.org

htrautman@spokanecity.org



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

the City's zoning map from Residential Single Family (RSF) to Centers and Corridors Type 1, Neighborhood Center (CC-1, NC). The City Council conditioned it's approval on the applicant entering into a binding development agreement. This amendment requests amending the conditions. (East Central Neighborhood Council)

**Summary (Background)**

**Fiscal Impact**

Select \$

Select \$

**Budget Account**

#

#

**Distribution List**


ORDINANCE NO. C35437

AN ORDINANCE AMENDING SECTION 4 OF ORDINANCE C35309, RELATING TO THE TERMS OF A DEVELOPMENT AGREEMENT THAT WAS REQUIRED AS A CONDITION OF THE APPROVAL OF APPLICATION #Z1400064COMP, AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 4-10" TO "CC CORE" FOR 0.31 ACRES (13,800 SQUARE FEET) LOCATED AT 1414 E. 10<sup>TH</sup> AVENUE AND 1415 E. 11<sup>TH</sup> AVENUE; AND AMENDING THE ZONING MAP FROM "RESIDENTIAL SINGLE FAMILY" (RSF) TO "CENTERS & CORRIDORS, TYPE 1, NEIGHBORHOOD CENTER" (CC1-NC).

WHEREAS, pursuant to Ordinance No. C35309, the City Council approved Application #Z1400064COMP, which provides for an amendment of the Land Use Map of the City's Comprehensive Plan from "Residential 4-10" to "CC Core" for 0.31 acres located at 1414 E. 10<sup>th</sup> Avenue and 1415 E. 11<sup>th</sup> Avenue, and an amendment of the zoning map from "Residential Single Family" (RSF) to "centers & Corridors, Type 1, Neighborhood Center" (CC1-NC); and

WHEREAS, Section 4 of Ordinance No. C35309 conditioned approval of the requested land use map and associated zoning map amendments upon the applicant entering into a binding development agreement imposing limitations on how the subject property may be used and developed; and

WHEREAS, the applicant has requested an amendment to the conditions/limitations listed in Section 4 of Ordinance C35309 to allow, in addition to parking and access uses, permitted residential uses and park uses; and

WHEREAS, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were previously issued in connection with this application; and

WHEREAS, the City Council adopts the recitals set forth herein and in Ordinance No. C35309 as its findings and conclusions in support of its adoption of this ordinance; -

-

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Section 4 of Ordinance No. C35309 is amended to read as follows:

Section 4. Development Agreement. The approval granted by this ordinance is conditioned upon the applicant entering into a binding development agreement that is consistent with the requirements of chapter 36.70B RCW and Spokane Municipal Code chapter 17A.060, and sufficient to bind the applicant and applicant's (~~successors~~) successors and assigns with respect to development of the Property, and addressing the following:



- a. For the lot addressed as 1414 E. 10<sup>th</sup> Avenue, parcel 35213.2710, the use will be limited to parking and access to 10<sup>th</sup> Avenue and permitted residential and park uses. Stormwater collection areas and refuse service areas as permitted by the development code also permitted on this lot.
  - b. The lot addressed as 1415 E. 11<sup>th</sup> Avenue, parcel 35213.2716, the use will be limited to parking, a driveway (located on the west edge of the lot) to provide access to the parking area on the 10<sup>th</sup> Avenue lot, and permitted residential and park uses on the remainder of the lot. Stormwater collection areas and refuse service area as permitted by the development code also permitted on this lot.
  - c. Food trucks will not be permitted on either lot.
2. Ordinance No. C35309 is incorporated by reference into this Ordinance as though written in full and shall remain in full force and effect except as amended herein.
3. This ordinance shall become effective 30 days after its enactment.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2016.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



**Agenda Sheet for City Council Meeting of:**  
09/26/2016

<b>Date Rec'd</b>	9/1/2016
<b>Clerk's File #</b>	RES 2016-0077
<b>Renews #</b>	
<b>Cross Ref #</b>	ORD C35309
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	PLANNING
<b>Contact Name/Phone</b>	TERI STRIPES 625-6597
<b>Contact E-Mail</b>	TSTRIPES@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0650 - PLANNING - RESOLUTION AND CONTRACT/COOPERATIVE AGREEMENT

**Agenda Wording**

A resolution approving a Development Agreement between the City and CCRC LLC, a Washington Limited Liability Company, relating to Ordinance C35309 approving a comprehensive plan amendment application.

**Summary (Background)**

City Council adopted ORD C35309 approving an application to amend the City's Comprehensive Plan Land Use Map from Residential 4-10 to CC Core for 0.31 acres (13,800 sq. ft.) located at 1414 E 10th Ave. and 1415 E 11th Ave. Also amending the City's zoning map from Residential Single Family (RSF) to Centers and Corridors Type 1, Neighborhood Center (CC-1, NC). The City Council conditioned its approval on the applicant entering into a binding development agreement. Staff has worked with the

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	KEY, LISA	<b>Study Session</b>	
<b>Division Director</b>	MALLAHAN, JONATHAN	<b>Other</b>	PW 7/18/16
<b>Finance</b>	KECK, KATHLEEN	<b>Distribution List</b>	
<b>Legal</b>	RICHMAN, JAMES	Engineering Admin	
<b>For the Mayor</b>	WHITNEY, TYLER	lkey@spokanecity.org	
<b>Additional Approvals</b>		jrichman@spokanecity.org	
<b>Purchasing</b>		tblack@spokanecity.org	
		tstripes@spokanecity.org	



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

applicant to draft a development agreement (attached).

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

RESOLUTION NO. 2016-0077

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND CCRC LLC, a Washington Limited Liability Company, RELATING TO ORDINANCE C35309 APPROVING A COMPREHENSIVE PLAN AMENDMENT APPLICATION.

WHEREAS, CCRC LLC, a Washington Limited Liability Company (collectively, the “**Owners**”) own that certain real property described in the development agreement attached hereto as **Exhibit A** (the “Development Agreement”), which property is located in the City of Spokane, Washington (hereafter the “Property”);

WHEREAS, Owners represent that they are vested with ownership or control over the Property;

WHEREAS, on November 2, 2015, the City Council adopted Ordinance No. C35309 and on October 3, 2016 Amended Ordinance No. C35309 (the amended “Ordinance”, Ordinance No. \_\_\_\_\_ a copy of which is attached hereto as **Exhibit B**) approving Owners’ application to amend the comprehensive plan land use designation and zoning for the Property, subject to the requirement for Owners to enter into a development agreement with the City addressing the matters set forth in the Ordinance;

WHEREAS, Development Agreements are specifically authorized by RCW 36.70B.170 through .210 and Chapter 17A.060 SMC as a proper exercise of the City’s police power;

WHEREAS, the Development is consistent with the requirements of the City’s Comprehensive Plan, the City’s development standards and land use application procedures, and other applicable development regulations;

WHEREAS, Notice of Application of the related comprehensive plan land use plan map amendment, a SEPA checklist, and announcement of the public comment period were published in the Spokesman-Review, together with subsequent notices relating to a SEPA DNS, Plan Commission and City Council hearing processes, all as indicated in the Ordinance;

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council;

1. The foregoing recitals and the contents of the attached Development Agreement are hereby adopted as the Council’s findings in support of this Resolution.
2. The Development Agreement is hereby approved and the Mayor is hereby authorized to execute it on behalf of the City.

ADOPTED by the Spokane City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

Exhibit A

Development Agreement

Exhibit B

Ordinance C35027



When recorded return to:  
City of Spokane  
Attn: Planning Services Department  
808 W Spokane Falls Blvd  
Spokane, WA 99201

## DEVELOPMENT AGREEMENT

This Development Agreement (this “**Agreement**”) is entered into by and between the CITY OF SPOKANE, a Washington Municipal Corporation (“**City**”) and \_\_CCRC LLC\_\_\_\_\_ (“**Owners**”), referred to collectively as “**Parties**.”

### RECITALS

A. **WHEREAS**, Owners own that certain real property which is located at \_\_\_\_\_ 1414 E. 10<sup>th</sup> Avenue & 1415 E. 11<sup>th</sup> Avenue\_\_\_\_\_ in the \_\_\_\_\_ East Central\_\_\_\_\_ Neighborhood of the City of Spokane, Washington, which is legally described as Richland Park Lot 10, Block 2 and Richland Park Lot 17, Block 2\_\_\_\_\_, and which property is further described in **Exhibit “A”**, attached hereto and incorporated by reference herein (hereafter the “**Property**”);

B. **WHEREAS**, Owners applied to the City of Spokane to change the Comprehensive Plan land use map designations for the Property from “Residential 4-10” and “CC Core” and the zoning map’s corresponding designation from “RSF” to “Centers & Corridors, Type 1, Neighborhood Center” (“CC1-NC”) (collectively, “**the Perry District Amendment**”);

C. **WHEREAS**, on November 2, 2015, the City Council conducted a public hearing on the Perry District Amendment and others concurrently;

D. **WHEREAS**, on November 2, 2015, the City Council passed Ordinance C35309 (the “**Ordinance**”) approving the Perry District Amendment, subject to a number of conditions including a requirement that Owner enter into a binding Development Agreement within one year of the effective date of the Council’s approval that places certain restrictions on development and use of the Property.

E. **WHEREAS**, the Council conditioned approval of the Ordinance upon Owners entering into a binding development agreement between the City and Owners to ensure that development and use of the Property is done in a way that adequately buffers and provides reasonable transition into the single-family land uses to the east.

F. **WHEREAS**, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits and has the authority to enter into Development Agreements pursuant to RCW 36.70B.170(1);

G. **WHEREAS**, The City has promulgated regulations for Development Agreements in Section 17A.060 of the Spokane Municipal Code (SMC) and this Agreement is prepared in accordance with those provisions;

H. **WHEREAS**, the City and the Owners desire to enter into this Development Agreement to formally incorporate the conditions enunciated in Ordinance C35309 as development conditions applicable to the Property; and

I. **WHEREAS**, this Agreement will provide increased predictability to both the Owner and the City for the future development of the Property;

**NOW, THEREFORE**, based on the foregoing Recitals, the Parties agree as follows:

### **TERMS**

1. **Development Agreement:** This Agreement is a Development Agreement to be implemented in accordance with SMC 17A.060 *et seq* and RCW 36.70B.170 through RCW 36.70B.210. It shall become a contract between the Owners, their successors and assigns, and the City upon the City's approval by ordinance or resolution following a public hearing.
2. **Effective Date and Duration of Agreement:** This Agreement shall take effect immediately upon its adoption by the City Council and execution by all parties, provided that any time periods specified in this Agreement shall be tolled pending final resolution of any appeal of any city, state or federal land use decisions necessary to commence or complete development on the Property consistent with this Agreement ("**Effective Date**"). Unless terminated earlier as provided herein, this Agreement shall remain in effect until amended in writing by the Parties or until the land use designations established by the Ordinance are modified by further City Council legislative action, whichever first occurs (hereinafter, "**Term**").
3. **Zoning Designation and Development Standards:**
  - 3.1 Pursuant to Ordinance C35309, the execution of this Agreement shall satisfy the requirement for Owners to enter into a binding development agreement within the time specified in the Ordinance, the parties agreeing that all conditions set forth in the Ordinance having been satisfied and that Owners may develop the Property pursuant to the land use designation and zoning set forth in the Ordinance, subject to the limitations in this Agreement and all relevant State and local regulations including without limitation the Spokane Municipal Code ("**Land Use Approval**"). This Agreement shall not be construed as a waiver of conditions that would otherwise apply in the development of the Property.
  - 3.2 During the Term of this Agreement, unless otherwise specified herein or through an amendment of this Agreement by mutual agreement of the Parties, subject to the reservations of authority set out in Sections 3.3 and 3.4, the Owners shall have a vested right to develop,

construct and repair the Property in accordance with and to the extent of the General Development Standards (which are defined in Section 3.3 below), except as otherwise provided in the Specific Development Standards described in Section 4, and subject to the conditions of this Agreement. Following the expiration or lawful termination of this Agreement, all land use applications affecting the Property shall be governed by the land use designations and regulations in effect for the Property at the time such application is filed with the City. Except as may be specifically set forth herein, nothing in this Agreement shall be construed as a waiver of any conditions of development approval.

3.3 Except as specifically provided otherwise in this Agreement, development of the Property shall be subject to the “General Development Standards”, which means the presently adopted ordinances of the City of Spokane that are in effect on the Effective Date of this Agreement and applicable to properties within the “CC1-NC” zone which govern the permitted uses of land, the density, design and intensity of use, including, but not limited to division of property. Amendments made from time to time by the City to the General Development Standards shall apply to the Property, provided such amendments are applicable city-wide to all properties within the “CC1-NC” zone.

3.4 Pursuant to RCW 36.70B.170, the City reserves the right to impose new or different regulations to the extent required by a serious threat to public health and safety.

3.5 Notwithstanding any other provision of this Agreement, the following shall apply to the development of the Property.

3.5.1 Regulations, which are strictly procedural and not substantive, relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

3.5.2 Regulations, other than land use and zoning standards addressed in Paragraph 3.2 above, governing construction standards and specifications, in effect at the time of permit submittal typically enforced, administered and interpreted by the City of Spokane.

3.5.3 Regulations which the City and Owners mutually agree, by written consent, can be applied to development of the Property.

#### **4. Specific Development Standards:**

4.1 The following Specific Development Standards identified in this paragraph shall apply to any development on the Property:

4.1.1 For the lot addressed as 1414 E. 10<sup>th</sup> Avenue, parcel 35213.2710, the use will be limited to parking and access to 10<sup>th</sup> Avenue and permitted residential and park uses. Stormwater collection areas and refuse service areas as permitted by the development code also permitted on this lot.

4.1.2 For the lot addressed as 1415 E. 11<sup>th</sup> Avenue, parcel 35213.2716, the use will be limited to parking, a driveway (located on the west edge of the lot) to provide access to the parking area on the 10<sup>th</sup> Avenue lot, and permitted residential and park uses on the remainder of the lot. Stormwater collection areas and refuse service area as permitted by the development code also permitted on this lot.

4.1.3 Food trucks will not be permitted on either lot.

4.2 Pre-requisites to Development and Use. No development permits will be issued on this Property until (i) this Agreement is adopted by the City Council in accordance with Chapter 36.70B RCW and Spokane Municipal Code Section 17A.060; (ii) the Agreement has been recorded with Spokane County; and (iii) a conformed copy of the recorded agreement has been provided to the City.

## **5. Transportation Fees**

5.1. Mitigation of Off-Site Transportation Impacts. Project specific impacts will be evaluated and mitigated according to the City's normal procedures and ordinances. In addition, development of the Property shall be subject to the assessment and payment of transportation impact fees according to Chapter 17D.075 SMC.

## **6. Miscellaneous**

6.1 Effect of Delay. In addition to any specific provisions of this Agreement, performance by either party of its obligations hereunder shall be excused during any period of delay caused at any time before termination or expiration of this Agreement by reason of acts of God or civil commotion, riots, strikes, picketing, or other labor disputes, national shortages of materials or supplies, or damage to work in process by reason of fire, floods, earthquake, or other casualties or any other cause beyond the reasonable control of the delaying party. Further, if any City approvals required hereunder shall be unreasonably delayed beyond the normal time period through no fault of Owners or their assigns, the term of this Agreement shall be extended by a period equal to the time of the delay.

6.2 Non-Waiver. Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the Parties' rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

6.3 Covenants Run with the Land. During the Term of this Agreement, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the

benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law. Each covenant to do or refrain from doing some act on the Property hereunder, (a) is for the benefit of such properties and is a burden upon the Property, (b) runs with the Property, and (c) is binding upon each successive owner during its ownership of Property or any portion thereof, and each person having any interest therein derived in any manner through any owner of the property or any portion thereof, and shall benefit such party and the Property hereunder, and each other person succeeding to an interest in such Property.

6.4 Relationship of Parties. It is understood and agreed by the Parties hereto that the contractual relationship created between the Parties hereunder is that Owners are an independent contractor and not an agent of City. Nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developer joint venturers or partners. Owners shall defend, indemnify and hold City and its officers and employees harmless from and shall process and defend at its own expense all claims, demands or lawsuits for damages arising in whole or in part from the Land Use Approval and this Agreement.

6.5 Amendments. This Agreement may only be amended in writing signed by the City and the Owners.

6.6 Recordation of Agreement. Owner shall cause this Agreement and any amendment(s) or termination to it to be recorded with the Spokane County Auditor.

6.7 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable by a court of competent jurisdiction the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement or the rights and obligations of the Parties have been materially altered or abridged.

6.8 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of Washington. If any portion of the Spokane Municipal Code is deemed to be inconsistent with any provisions of this Agreement, the provisions of this Agreement shall prevail.

6.9 Assignment.

6.9.1 The Parties acknowledge that development of the Property may involve sale, conveyance, or assignment of all or portions of the Property to third parties who will own, develop and/or occupy portions of the Property and buildings thereon. Subject to Paragraph 6.3 above, Owners shall have the right from time to time to assign or transfer all or any portion of its respective interests, rights, or obligations under this Agreement or in the Property to other parties acquiring an interest or estate in all or any portion of the Property, including a transfer of all interests through foreclosure (judicial or non-judicial) or by deed in lieu of foreclosure. Consent by the City shall not be required for any assignment or transfer of rights pursuant to this Agreement.

6.9.2 In any such transfer or assignment, the transferee or assignee shall agree in writing to assume the obligations herein pertaining to the Property transferred or assigned, and shall thereafter be entitled to all interests and rights and be subject to all obligations under this Agreement, and Owners who have so transferred or assigned its rights, shall be thereupon be deemed released of liability under this Agreement for the property transferred or assigned, whether or not such release is expressly stated in such transfer or assignment; provided, however, that such Owners shall remain liable for any breach that occurred prior to the transfer or assignment of rights to another party and for those portions of the Property still owned by such Owners; and, provided further, nothing in this Paragraph 6.9.2 shall be construed as limiting the effect of Paragraph 6.3 of this Agreement in the event of such transfer or assignment.

6.10 No Third Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement, except as otherwise contemplated under RCW 36.70B.170 through .210.

6.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and shall constitute one and the same instrument. All Exhibits hereto are hereby incorporated by specific reference into this Agreement, and their terms are made a part of this Agreement as though fully recited herein.

6.12 Voluntary Agreement. The Parties hereby represent and acknowledge that this Agreement is given and executed voluntarily and is not based upon any representation by any of the Parties to another Party as to the merits, legal liability, or value of any claims of the Parties or any matters related thereto.

6.13 Conflicts. No officer, employee or agent of the City who exercises any function or responsibilities in connection with the authorization, permitting, or approval of the Development, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. The Developer shall comply with all state conflict of interest laws, statutes and regulations as they shall apply to all Parties and beneficiaries under this Agreement, as well as to officers, employees or agents of the City.

6.14 Authority. The undersigned covenant and represent that they are fully authorized to enter into and to execute this Agreement.

6.15 Termination. This Agreement shall be deemed terminated and of no further effect upon the entry of a final judgment (and the exhaustion of all appeals setting aside such final judgment), voiding or annulling the Land Use Approval or the ordinance approving this Agreement. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder.

6.16 Non-Enforcement not Waiver. Failure by any one of the Parties to enforce this entire Agreement or any provision of it with regard to any provision contained herein shall not be construed as a waiver by that party of any right to do so.

6.17 Appeal. Without limiting any appeal rights, and subject to SMC 17G.060.210, a person with standing, as defined in Washington land use case law, may appeal to the hearing examiner a project permit or project permits issued pursuant to this Agreement by filing with the permit application department a written appeal within fourteen days of the date of the written decision on the project permit.

CITY OF SPOKANE, WASHINGTON

By (person signing) \_\_\_\_\_  
Title \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Assistant City Attorney

Owners of Record

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
County of Spokane         )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ and TERRI L. PFISTER, are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as the \_\_\_\_\_ and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for Washington State,



residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON :  
: ss.  
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, \_\_\_\_\_ signed this instrument,  
(Print name)  
on oath state that (she/he/they) is/are authorized to execute the instrument as a \_\_\_\_\_ of \_\_\_\_\_  
(Position/Title) (Name of entity)  
and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at Spokane  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON :  
: ss.  
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, \_\_\_\_\_ signed this instrument,  
(Print name)  
and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at Spokane  
My commission expires: \_\_\_\_\_

# EXHIBIT “A”

## THE PROPERTY Legal Description

### Legal Description:

Richland Park Lot 10, Block 2; Richland Park Lot 17, Block 2

### Owners of Record: Title is vested in:

Lot 10  
CCRC LLC

Lot 17  
CCRC LLC