

**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 the first open forum more often than once per calendar 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

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items not currently on the current or advance Council agendas. No person shall be permitted to speak in open forum regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view from residents of the City of Spokane, no person shall be permitted to speak at the first open forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month.. There is no limit on the number of regular legislative agenda items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 5.3 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. 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.
- B. No member of the public 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 their city of residence 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.
- C. Each person speaking at the public microphone shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. 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.
- E. 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, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.

- G. 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.
- H. 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, newly revised, shall extend to all speakers before the City Council. The City Council Policy Advisor and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

Rule 5.4 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on items on the Council's consent agenda, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
 - 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
 - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
 - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time shall be granted to the designated
 - 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses there to shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, MARCH 9, 2020

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER BETSY WILKERSON

**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 during the Open Forum at the beginning and the conclusion of the Legislative Agenda on any issue not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election.

ADDRESSING THE COUNCIL

- No member of the public 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 their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency 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, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

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

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

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS, AND CLAIMS

RECOMMENDATION

- | | | |
|--|---------|---------------|
| 1. Purchases from Gordon Truck Center, Inc. (Spokane, WA) by Fleet Operations for the Riverside Park Water Reclamation Facility of: | Approve | |
| a. a dump truck using Grant County 5800lb Truck Chassis 2018 Bid—\$234,838.84 (incl. tax). | | OPR 2020-0257 |
| b. a pup trailer—\$125,184.61 (incl. tax). | | OPR 2020-0258 |
| David Paine | | BID 4294-16 |
| 2. Purchase of 14 Hybrid Police K8s from Columbia Ford (Longview, WA) using Washington State Contract #05916—\$697,246.14 (incl. tax). | Approve | OPR 2020-0259 |
| David Paine | | |
| 3. Two-year Value Blanket Order, with option for three one-year extensions, with Cascade Engineering, Inc. (Grand Rapids, MI) for the purchase of automated solid waste carts—annual estimated expenditure \$560,940 (plus tax). | Approve | OPR 2020-0260 |
| Kerry Deatrich | | BID 5152-20 |

- | | | |
|--|------------------------------------|---------------------------------|
| 4. Contract Extension No. 3 of 4 with CH2M Hill Engineers, Inc. for groundwater monitoring, data analysis, and report writing services for the Northside and Southside Landfills from March 10, 2020, through March 9, 2021—\$46,230.
Chris Averyt | Approve | OPR 2017-0140
RFQ 4304-16 |
| 5. Contract with Industrial Support Service, LLC, (Deer Park, WA), for on and off-site pump repairs and maintenance for the Waste to Energy Facility from March 15, 2020, through March 14, 2021—not to exceed \$100,000 (incl. tax).
Chris Averyt | Approve | OPR 2020-0261
PW ITB 5226-20 |
| 6. Report of the Mayor of pending: | Approve &
Authorize
Payments | CPR 2020-0002 |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2020, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | | |
| b. Payroll claims of previously approved obligations through_____, 2020: \$_____. | | CPR 2020-0003 |
| 7. City Council Meeting Minutes: _____, 2020. | Approve
All | CPR 2020-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. This Forum shall be for a period of time not to exceed thirty (30) 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 fifteen (15) 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 the first Open Forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first open forum in that meeting. (Council Rule 2.2.E)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35896 amending Ordinance No. C35857 passed by the City Council December 16, 2019, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it

shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Fleet Replacement Fund

FROM: Undesignated Reserves, \$108,000;

TO: Capital Outlay - Vehicles, same amount.

(This action allows budgeting for the increased costs in replacing vehicles with Hybrids and adding an additional vehicle to the fleet that was unplanned.) (Council Sponsor: Council Member Kinnear)

David Paine

NO EMERGENCY ORDINANCES

NO RESOLUTIONS

FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

ORD C35879
OPR 2007-0399

Of the City Council of the City of Spokane, Spokane County, Washington amending ordinance No. C34032 in order to revise the description of the public improvements, extend the apportionment period, amend the intergovernmental agreement, and providing for other matters properly related thereto. (Deferred from January 13, 2020, Agenda) (First Reading held on January 6, 2020) (Council Sponsor: Council Member Stratton)

Council Member Stratton

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for March 9, 2020
(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, pending hearing items, or initiatives or referenda in a pending election. 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 fifteen (15) 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: Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month. (Counsel Rule 2.2.E)

ADJOURNMENT

The March 9, 2020, Regular Legislative Session of the City Council is adjourned to March 16, 2020.

NOTE: The March 16, 2020, 6:00 p.m. Legislative Session will be a Town Hall Session held at Dr. Martin Luther King, Jr. Community Center at East Central. The March 16, 2020, 3:30 p.m. Briefing Session will be held in the City Council Chambers.

NOTES

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

03/09/2020

<u>Date Rec'd</u>	2/26/2020
<u>Clerk's File #</u>	OPR 2020-0257
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	RE19460

<u>Submitting Dept</u>	FLEET OPERATIONS
<u>Contact Name/Phone</u>	DAVID PAINE 625-6878
<u>Contact E-Mail</u>	DPAINE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5100-PURCHASE OF DUMP TRUCK

Agenda Wording

Fleet Services would like to purchase a Dump Truck for the Riverside Park Reclamation Water Facility using Grant County 5800lb Truck Chassis 2018 Bid for \$234,838.84, including tax. Purchase will be made through Gordon Truck Center Inc (Spokane, WA).

Summary (Background)

The Dump Truck will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of the Dump Truck for the Riverside Park Reclamation Water Facility. Funding for this purchase is included in the Riverside Park Reclamation Water Facility Budget.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Expense	\$	234,838.84		#	4320-43290-94350-56404-99999
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		PAINE, DAVID		<u>Study Session</u>	3/2/20
<u>Division Director</u>		KEGLEY, DANIEL		<u>Other</u>	
<u>Finance</u>		ALBIN-MOORE, ANGELA		<u>Distribution List</u>	
<u>Legal</u>		ODLE, MARI		mmartinez	
<u>For the Mayor</u>		ORMSBY, MICHAEL			
<u>Additional Approvals</u>					
<u>Purchasing</u>		PRINCE, THEA			
<u>WASTEWATER MANAGEMENT</u>		CONKLIN, CHUCK			

Briefing Paper

Urban Experience Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase of Dump Truck
Date:	March 2, 2020
Author (email & phone):	David Paine; dpaine@spokanecity.org; 625-7706
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase a Dump Truck for the Riverside Park Reclamation Water Facility using Grant County 5800lb Truck Chassis 2018 Bid for \$234,838.84, including tax.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The Dump Truck will replace a unit that has reached the end of its economic life. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the purchase of the Dump Truck for the Riverside Park Reclamation Water Facility. <u>Funding</u> <ul style="list-style-type: none"> Funding for this purchase is included in the Riverside Park Reclamation Water Facility Budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



GORDON TRUCK CENTERS DEALER FAMILY

☒ Spokane, WA 888-744-0390 ☐ Yakima, WA 800-378-9478 ☐ Hermiston, OR 800-843-1195 ☐ La Grande, OR 800-843-1195

VEHICLE PURCHASE AGREEMENT

TOLL FREE ALL STORES 800-523-8014

Buyer's Name <u>City of Spokane</u>	Order Date <u>2</u> / <u>19</u> / <u>2020</u>
Address <u>915 North Nelson St.</u>	Estimated Delivery Date <u>9</u> / <u>15</u> / <u>2020</u>
City <u>Spokane</u> State <u>WA</u> Zip <u>99202</u>	Salesman <u>Steve Smith</u>
Business Phone (509) 625-7865 Cell Phone _____	Customer Email _____

Quantity Ordered	<u>1</u>
Base Price Per Unit	\$ <u>144,133.00</u>
Federal Excise Tax Per Unit	\$ <u>0.00</u>
Subtotal Price Per Unit	\$ <u>144,133.00</u>
Additional Description	
<u>Beau Roc stainless dump body, hydraulic system, rear hitch plate and installation per City of Spokane specifications.</u>	
Additional Items (Not included in base price)	
<u>Dump Body Package</u>	\$ <u>69,318.00</u>
<u>Based off Grant County bid award</u>	\$ _____
<u>Model Year Price Escalator (MY2021)</u>	\$ <u>1,800.00</u>
ADMINISTRATION FEE	\$ <u>0.00</u>
TITLE / TRANSFER FEE	\$ _____
3 DAY TRIP / FUEL PERMIT	\$ _____
Subtotal:	\$ <u>215,251.00</u>
Sales Tax Rate: <u>9.10</u> %	\$ <u>19,587.84</u>
Deposit: \$ _____	
Less: Cash Down Payment	\$ <u>0.00</u>
Less: Net Trade-in Allowed	\$ <u>0.00</u>
Unpaid Balance (DUE ON DELIVERY)	\$ <u>234,838.84</u>

Stock Number <u>TBD</u>	New <input checked="" type="checkbox"/> Used <input type="checkbox"/>
VIN Number <u>TBD</u>	
Year <u>2021</u>	Color <u>White</u>
Make <u>Western Star</u>	
Model <u>4900SF</u>	
Tractor/ Truck/ Trailer <u>Dump Truck</u>	

TRADE-IN: CONDITION REPORT REQUIRED

Year _____	Make _____	Model _____
Body Type _____	Color _____	
VIN No. <u>No Trade In</u>		
Loan Balance Owed to: _____		
Address _____		
City _____	State _____	Zip _____
Trade Allowance \$ _____		
Balance Owing \$ _____	Equity \$ <u>0.00</u>	

EXCLUSION OF WARRANTIES: Any warranties on the products sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that Gordon Truck Centers Inc. makes no warranties of any kind, express or implied, and disclaims all warranties including warranties of merchantability or fitness for a particular purpose, with regard to the products purchased; and that in no event shall Gordon Truck Centers Inc. be liable for incidental or consequential damages or commercial losses arising out of such purchase. This disclaimer does not affect the manufacturer's warranties, if any on this purchase. Tax, title and license are the purchaser's responsibility.

Purchaser agrees that the VEHICLE PURCHASE AGREEMENT (VPA) includes all of the terms and conditions, that this VPA cancels and supersedes any prior VPA and as of the date hereof comprises an exclusive statement of the terms of this agreement relating to the subject matter covered hereby. **THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER** as evidenced below. Purchaser by their execution of this agreement acknowledges they have read and accepted its terms and conditions and has received a true copy of this agreement.

Purchaser's Acceptance

Purchaser's Name (Please Print) City of Spokane
Name of Authorized Representative _____
Title of Authorized Representative _____
Signature of Authorized Representative X _____
Date _____ X _____

Gordon Truck Centers, Inc

Accepted This Date By:

X _____
Date _____



GORDON TRUCK CENTERS DEALER FAMILY



Spokane, WA

888-744-0390



Yakima, WA

800-378-9478



Hermiston, OR

800-843-1195



La Grande, OR

800-843-1195

VEHICLE PURCHASE AGREEMENT

TOLL FREE ALL STORES 800-523-8014

Buyer's Name <u>City of Spokane</u>	Order Date <u>2</u> / <u>19</u> / <u>2020</u>
Address <u>915 North Nelson St.</u>	Estimated Delivery Date <u>9</u> / <u>15</u> / <u>2020</u>
City <u>Spokane</u> State <u>WA</u> Zip <u>99202</u>	Salesman <u>Steve Smith</u>
Business Phone (509) 625-7865 Cell Phone _____	Customer Email _____

Quantity Ordered	<u>1</u>
Base Price Per Unit	\$ <u>114,743.00</u>
Federal Excise Tax Per Unit	\$ <u>0.00</u>
Subtotal Price Per Unit	\$ <u>114,743.00</u>
Additional Description	
<u>Beau Roc stainless dump body mounted on Valley Fab</u>	
<u>three axle trailer per City of Spokane specifications.</u>	
Additional Items (Not included in base price)	
Dump Body Package	\$ <u>0.00</u>
Based off City of Spokane bid award	\$ _____
Model Year Price Escalator (MY2020)	\$ <u>0.00</u>
ADMINISTRATION FEE	\$ <u>0.00</u>
TITLE / TRANSFER FEE	\$ _____
3 DAY TRIP / FUEL PERMIT	\$ _____
Subtotal:	\$ <u>114,743.00</u>
Sales Tax Rate: <u>9.10</u> %	\$ <u>10,441.61</u>
Deposit: \$ _____	
Less: Cash Down Payment	\$ <u>0.00</u>
Less: Net Trade-in Allowed	\$ <u>0.00</u>
Unpaid Balance (DUE ON DELIVERY)	\$ <u>125,184.61</u>

Stock Number <u>TBD</u>	New <input checked="" type="checkbox"/>
VIN Number <u>TBD</u>	Used <input type="checkbox"/>
Year <u>2020</u>	Color <u>White</u>
Make <u>Valley Fab</u>	
Model <u>three axle trailer</u>	
Tractor/ Truck/ Trailer <u>Trailer</u>	

TRADE-IN: CONDITION REPORT REQUIRED

Year _____	Make _____	Model _____
Body Type _____	Color _____	
VIN No. <u>No Trade In</u>		
Loan Balance Owed to: _____		
Address _____		
City _____	State _____	Zip _____
Trade Allowance \$ _____		
Balance Owing \$ _____	Equity \$ <u>0.00</u>	

EXCLUSION OF WARRANTIES: Any warranties on the products sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that Gordon Truck Centers Inc. makes no warranties of any kind, express or implied, and disclaims all warranties including warranties of merchantability or fitness for a particular purpose, with regard to the products purchased; and that in no event shall Gordon Truck Centers Inc. be liable for incidental or consequential damages or commercial losses arising out of such purchase. This disclaimer does not affect the manufacturer's warranties, if any on this purchase. Tax, title and license are the purchaser's responsibility.

Purchaser agrees that the VEHICLE PURCHASE AGREEMENT (VPA) includes all of the terms and conditions, that this VPA cancels and supersedes any prior VPA and as of the date hereof comprises an exclusive statement of the terms of this agreement relating to the subject matter covered hereby. **THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER** as evidenced below. Purchaser by their execution of this agreement acknowledges they have read and accepted its terms and conditions and has received a true copy of this agreement.

Purchaser's Acceptance

Purchaser's Name (Please Print) City of Spokane
Name of Authorized Representative _____
Title of Authorized Representative _____
Signature of Authorized Representative X _____
Date _____ X _____

Gordon Truck Centers, Inc

Accepted This Date By:

X _____
Date _____

Prepared for:
 MICHAELA MARTINEZ
 SPOKANE CITY OF
 915 N NELSON ST
 SPOKANE, WA 99202
 Phone: 509-625-7823

Prepared by:
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 10310 W WESTBOW ROAD
 SPOKANE, WA 99224
 Phone: 888-744-0390

S P E C I F I C A T I O N P R O P O S A L

Description	Weight Front	Weight Rear
Price Level		
WESTERN STAR PRL-23W (EFF:01/21/20)		
Data Version		
SPECPRO21 DATA RELEASE VER 004		
Vehicle Configuration		
WESTERN STAR 4900FA CHASSIS	8,834	7,286
2021 MODEL YEAR SPECIFIED		
SET FORWARD AXLE - TRUCK	-20	
TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10
LH PRIMARY STEERING LOCATION		
General Service		
TRUCK/TRAILER CONFIGURATION		
DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
CONSTRUCTION SERVICE		
GOVERNMENT BUSINESS SEGMENT		
DIRT/SAND/ROCK COMMODITY		
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
MAXIMUM 8% EXPECTED GRADE		
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
WESTERN STAR VOCATIONAL WARRANTY		
EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs		
EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs		
EXPECTED PUSHER AXLE(S) LOAD : 16000.0 lbs		

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Description	Weight Front	Weight Rear
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 80000.0 lbs		
EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		
Truck Service		
END DUMP BODY		
EXPECTED EMPTY BODY WEIGHT : 4300.0 lbs		
EXPECTED TRUCK BODY LENGTH : 17.0 ft		
EXPECTED TRUCK BODY WIDTH : 96.0 in		
EXP EMPTY BODY CG LOC FROM BODY FRT(A89) : 5.9 ft		
BRAKING-EXPECTED CAB TO BODY CLEARANCE : 3.0 in		
EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Tractor Service		
FRAMED END DUMP (NON-TRANSFER) TRAILER		
SINGLE (1) TRAILER		
Engine		
DETROIT DD16 15.6L 560 HP @ 1800 RPM, 2080 GOV RPM, 1850 LB/FT @ 1120 RPM	100	
Electronic Parameters		
75 MPH ROAD SPEED LIMIT		
CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
15 MINUTES IDLE SHUTDOWN WITH CLUTCH AND SERVICE BRAKE OVERRIDE		
PTO MODE ENGINE RPM LIMIT - 1400 RPM		
PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED OR PARK BRAKE NOT APPLIED		
PTO MODE CLUTCH OVERRIDE - CLUTCH ENABLED		
PTO RPM WITH CRUISE SET SWITCH - 900 RPM		
PTO RPM WITH CRUISE RESUME SWITCH - 1200 RPM		
PTO MODE RPM INCREMENT - 25 RPM		
PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
TWO REMOTE PTO SPEEDS		
PTO SPEED 1 SETTING - 900 RPM		
PTO SPEED 2 SETTING - 1200 RPM		
PTO MINIMUM RPM - 600		

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Description	Weight Front	Weight Rear
ENABLE DPF REGEN ZONE 1 WITH AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE		
Engine Equipment		
2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
STANDARD OIL PAN		
ENGINE MOUNTED OIL CHECK AND FILL		
OIL SAMPLE TEST FITTING ON OIL FILTER MODULE		
ONE PIECE VALVE COVER		
DUAL POLISHED STAINLESS STEEL 13 INCH DONALDSON COWL MOUNTED 1-STAGE AIR CLEANERS WITH POLISHED STAINLESS STEEL BANDS	40	
DR 12V 160 AMP 36-SI BRUSHLESS QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	10	
(4) DTNA GENUINE, FLOODED STARTING, MIN 4000CCA, 740RC, THREADED STUD BATTERIES	50	10
STACK BATTERY BOX		
SINGLE BATTERY BOX FRAME MOUNTED RH SIDE UNDER CAB		
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
NON-POLISHED BATTERY BOX COVER		
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
EATON ADVANTAGE 15-1/2 INCH SELF ADJUSTING CLUTCH		
BABCOCK 2-PIECE CLUTCH BRAKE		
ZERK FITTINGS WITH EXTENSION HOSES AT CLUTCH RELEASE BEARING AND X-SHAFT		
CUSTOMER REQUESTS MINIMUM CLUTCH TORQUE RATING OF 2050 LB-FT		
BW LK-862 650CC 34.8 CFM DUAL CYLINDER AIR COMPRESSOR	25	
AIR COMPRESSOR DISCHARGE LINE		
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		

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Description	Weight Front	Weight Rear
JACOBS COMPRESSION BRAKE		
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE		
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
STANDARD CURVE BRIGHT UPPER STACK(S) AND ELBOW(S)		
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23 GALLON DIESEL EXHAUST FLUID TANK		
100 PERCENT DIESEL EXHAUST FLUID FILL		
NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER		
LH HEAVY DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID TANK CAP		
OVAL PERFORATED SINGLE STAINLESS STEEL MUFFLER/TAILPIPE SHIELD WITH WESTERN STAR LOGO		
BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH		
AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH WATER-IN-FUEL INDICATOR		
FULL FLOW OIL FILTER		
1750 SQUARE INCH COPPER/BRASS RADIATOR	100	
MOUNTING FOR FIREWALL MOUNTED SURGE TANK		
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
HDEP FIXED RATIO COOLANT PUMP AND RADIATOR DRAIN VALVE		
PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER	4	

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Description	Weight Front	Weight Rear
CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
DELCO 12V MOD 3.175-39MT+ OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH		
CAST IRON FRONT AND REAR ENGINE SUPPORTS		
Transmission		
EATON FULLER RTLO-18918B TRANSMISSION	90	40
Transmission Equipment		
VEHICLE INTERFACE WIRING WITH BODY BUILDER BLUNT CUT WIRE INTERFACE AT BACK OF CAB		
CAST IRON CLUTCH HOUSING		
CUSTOMER INSTALLED CHELSEA 489 SERIES PTO		
PTO MOUNTING, BOTTOM OF MAIN TRANSMISSION		
PAINTED SHIFT LEVER, SOLID LINKAGE		
AIR TO OIL TRANSMISSION COOLER		
SYNTHETIC TRANSMISSION LUBE		
Front Axle and Equipment		
DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	90	
MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
NON-ASBESTOS FRONT BRAKE LINING		
CONMET CAST IRON FRONT BRAKE DRUMS		
FRONT BRAKE DUST SHIELDS	5	
FRONT OIL SEALS		
VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
STANDARD SPINDLE NUTS FOR ALL AXLES		
HALDEX AUTOMATIC FRONT SLACK ADJUSTERS		
TRW TAS-85 POWER STEERING	40	
POWER STEERING PUMP		
4 QUART POWER STEERING RESERVOIR	5	
OIL/AIR POWER STEERING COOLER	5	
SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension		

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Description	Weight Front	Weight Rear
18,000# TAPERLEAF FRONT SUSPENSION	160	
THREADED SPRING PINS AND BUSHINGS - FRONT SUSPENSION		
ALUMINUM SPACER BLOCKS FOR FRONT SUSPENSIONS		
CAST IRON SHACKLED FRONT AND REAR SPRING BRACKETS FOR FRONT SUSPENSION		
FRONT SHOCK ABSORBERS		

Rear Axle and Equipment

RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE		500
4.30 REAR AXLE RATIO		
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
RPL25SD MERITOR MAIN DRIVELINE	80	80
RPL20 MERITOR INTERAXLE DRIVELINE		
DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
(1) INTERAXLE LOCK VALVE SUPPLIES (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AXLE VALVE AND (1) REAR- REAR AXLE VALVE		
INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
INDICATOR LIGHT FOR EACH DRIVER CONTROLLED TRACTION DEVICE SWITCH		
MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
NON-ASBESTOS REAR BRAKE LINING		
ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY		
CONMET CAST IRON REAR BRAKE DRUMS		
REAR BRAKE DUST SHIELDS		10
REAR OIL SEALS		
WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		
HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
SYNTHETIC 75W-90 REAR AXLE LUBE		
STANDARD REAR AXLE BREATHER(S)		

Rear Suspension

* HENDRICKSON HAULMAAX @46,000#REAR SUSPENSION	350
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	Description	Weight Front	Weight Rear
	REFER TO SERIAL NUMBER JE7789		
*	HENDRICKSON HAULMAAX/ULTIMAAX - 9.50" RIDE HEIGHT		
	REFER TO SERIAL NUMBER JE7789		
	54 INCH AXLE SPACING		
	HENDRICKSON HN, HAULMAAX AND ULTIMAAX SERIES STEEL BEAMS WITH BAR PIN		
	FORE/AFT AND TRANSVERSE CONTROL RODS		
	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)		60
Pusher / Tag Equipment			
	(2) HENDRICKSON SC10 COMPOSILITE 10,000# AIR LIFT STEERABLE PUSHER SUSPENSIONS, 13X4 BRAKES AND DRESSED AXLES	575	1,725
	(2) HENDRICKSON SC10 10,000# STEERABLE 13X4 BRAKE DRESSED INTEGRAL PUSHER AXLES		
	(2) DASH SWITCHES, (2) GAUGES AND (2) AIR PRESSURE REGULATORS INSIDE CAB		
	REVERSE LIFT AXLE WIRING WITH LAST STATE RETENTION WITH IGNITION OFF		
	AIR PIPING FOR LIFTABLE PUSHER/TAG AXLE, CONTROLS MOUNTED INSIDE CAB		
	MERITOR 12.8X4 CAM PUSHER/TAG BRAKES		
	NON-ASBESTOS PUSHER/TAG BRAKE LINING		
	HENDRICKSON CAST IRON PUSHER/TAG BRAKE DRUMS		
	PUSHER/TAG BRAKE DUST SHIELDS		5
*	PUSHER/TAG OIL SEALS		
	VENTED PUSHER/TAG HUB CAPS, GREASED		
	HALDEX PUSHER/TAG AXLE SERVICE CHAMBERS		
	HALDEX AUTOMATIC PUSHER/TAG SLACK ADJUSTERS		
	(2) HENDRICKSON SC10 COMPOSILITE 10,000# STEERABLE AIR LIFT PUSHER SUSPENSIONS		
*	CUSTOM AXLE SPACING PUSHER/TAG		
	DUAL PUSHER SPACING 88" AND 46 " OF FORWARD MOST DRIVE AXLE , SAME AS SERIAL NUMBER JE7789.		

Brake System

WABCO 4S/4M ABS
 REINFORCED NYLON AIR LINES
 FIBER BRAID PARKING BRAKE HOSE

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Description	Weight Front	Weight Rear
STANDARD BRAKE SYSTEM VALVES		
COMBO-ABS/SERVICE BRAKE VALVE WITH 5.5 PSI CRACK PRESSURE		
WABCO TWIN AIR DRYER WITH HEATER	10	
WABCO OIL COALESCING FILTER FOR AIR DRYER		
AIR DRYER MOUNTED INBOARD ON RH RAIL		
STEEL AIR BRAKE RESERVOIRS MOUNTED PERPENDICULAR TO OUTSIDE RAIL	20	20
PULL CABLES ON ALL AIR RESERVOIR(S)		

Trailer Connections

NO TRAILER AIR HOSE	-10	
AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS	5	5
PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
SUPPLEMENTAL RECEPTACLE WIRING FOR THIRD AXLE LIFT		
SUPPLEMENTAL J560 7-WAY RECEPTACLE LOCATED WITH PRIMARY RECEPTACLE		
NO TRAILER ELECTRICAL CABLE	-10	

Wheelbase & Frame

N	6500MM (256 INCH) WHEELBASE		
	3/8X3-7/8X11-5/8 INCH STEEL FRAME 120KSI	750	30
	1/4 INCH (6.35MM) C-CHANNEL PARTIAL INNER FRAME REINFORCEMENT, REAR OF REAR SUSPENSION TO FORWARD OF BACK OF CAB CROSSMEMBER	130	370
	1900MM (75 INCH) REAR FRAME OVERHANG		
	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-20	140
	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 165.91 in		
	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 160.19 in		
	CALC'D FRAME LENGTH - OVERALL : 351.39		
	FRAME HEIGHT TOP FRONT UNLADEN : 0.0 in		
	FRAME HEIGHT TOP FRONT LADEN : 31.23 in		
	FRAME HEIGHT TOP REAR UNLADEN : 43.09 in		

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	Description	Weight Front	Weight Rear
N	FRAME HEIGHT TOP REAR LADEN : 40.64 in		
	CALCULATED FRAME SPACE LH SIDE : - 19898.84 in		
N	CALCULATED FRAME SPACE RH SIDE : - 19780.85 in		
	CALC'D SPACE AVAILABLE FOR DECKPLATE : 166.0 in		
	UNDERSLUNG CROSSMEMBER	40	
	SQUARE END OF FRAME		
	FRONT CLOSING CROSSMEMBER		
	EXTRA HEAVY DUTY STEEL C-CHANNEL BOLTED CONSTRUCTION BACK OF TRANSMISSION CROSSMEMBER		
	EXTRA HEAVY DUTY STEEL C-CHANNEL BOLTED CONSTRUCTION MIDSHIP #1 CROSSMEMBER		
	TUBULAR STEEL REARMOST CROSSMEMBER		20
	EXTRA HEAVY DUTY STEEL C-CHANNEL BOLTED CONSTRUCTION REAR SUSPENSION FORWARD CROSSMEMBER		10
	STANDARD SUSPENSION CROSSMEMBER		
	EXTRA HEAVY DUTY STEEL C-CHANNEL BOLTED CONSTRUCTION REAR MOUNTED SUSPENSION CROSSMEMBER		
Chassis Equipment			
	NO LH OR RH BACK OF CAB ACCESS	-5	-5
	NO DECK PLATE	-5	-5
	NO FRAME MOUNTED STEPS	-5	-5
	14 INCH PAINTED STEEL LOGGER BUMPER WITH CHIP GUARD	210	-20
	REMOVABLE CENTERED FRONT TOW PIN FOR LOGGER BUMPER		
	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
	BETTS B-23 PAINTED COILED MUDFLAP BRACKETS		
	WESTERN STAR LOGO BLACK MUDFLAPS		
	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS	10	
	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
	EXTERIOR HARNESSES WRAPPED IN CONDUIT		
	NO PDI INSTALLED CHASSIS STEPS		

Fifth Wheel

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Description	Weight Front	Weight Rear
NO FIFTH WHEEL	-30	-480
Fuel Tanks		
100 GALLON/378 LITER ALUMINUM FUEL TANK - LH		
25 INCH DIAMETER FUEL TANK(S)		
PLAIN ALUMINUM/PAINTED STEEL		
FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
FUEL TANK(S) FORWARD		
LH FULL LENGTH FUEL TANK STEPS		
PLAIN STEP FINISH		
FUEL TANK CAP(S)		
EQUIFLO INBOARD FUEL SYSTEM		
HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
FUEL COOLER		
IN TANK FUEL LEVEL SENDER(S)		
Tires		
MICHELIN XZY-3 385/65R22.5 18 PLY RADIAL FRONT TIRES	130	
MICHELIN XDS2 11R22.5 16 PLY RADIAL REAR TIRES		192
MICHELIN X MULTI Z 215/75R17.5 14 PLY RADIAL PUSHER/TAG TIRES		-244
Hubs		
CONMET PRESET PLUS PREMIUM IRON FRONT HUBS	60	
CONMET PRESET PLUS PREMIUM IRON REAR HUBS		60
HENDRICKSON IRON PUSHER/TAG HUBS		
Wheels		
ALCOA LVL ONE 82462X 22.5X12.25 10-HUB PILOT 4.68 INSET 10-HAND ALUMINUM DISC FRONT WHEELS	-8	
ALCOA LVL ONE 88267X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-200
ALCOA 66480X 17.5X6.00 6-HUB PILOT 4.25 INCH INSET ALUMINUM DISC PUSHER/TAG WHEELS		-172
POLISHED DISC SIDE FRONT WHEELS WITH DURA-BRIGHT FINISH		
NO FRONT AXLE WHEEL/HUB COVER		
FRONT WHEEL MOUNTING NUTS		

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Description	Weight Front	Weight Rear
REAR WHEEL MOUNTING NUTS		
Cab Exterior		
123 INCH BBC STEEL CONVENTIONAL CAB		
WESTERN STAR PAINTED ALUMINUM CAB SKIRT		
AIR CAB MOUNTS WITH CHECK VALVE		
NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
LARGE PROFILE FRONT FENDER		
2-3/4 INCH FENDER EXTENSIONS	10	
LH AND RH EXTERIOR GRAB HANDLES WITH RUBBER INSERT AND LH AND RH INTERIOR GRAB HANDLES MOUNTED TO A POST		
STAINLESS STEEL RADIATOR SHELL/HOOD BEZEL WITH STYLIZED TILT HOOD HANDLE		
HOOD MOUNTED ALUMINUM GRILLE		
GALVANEAELED STEEL SEVERE SERVICE CAB	50	
ONE PIECE FIBERGLASS HOOD		
SEVERE DUTY COPPER/BRASS RADIATOR HOOD MOUNTING	10	
SINGLE AIR HORN UNDER LH DECK		
SINGLE ELECTRIC HORN		
SINGLE HORN SHIELD		
ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER D420		
SWITCH, INDICATOR LIGHT AND WIRING FOR (2) CUSTOMER FURNISHED BEACONS		
DUAL RECTANGULAR LED HEADLIGHTS		
LED CHROME BULLET MARKER LIGHTS	5	
PERLUX 500SRS RECTANGULAR FOG LIGHTS IN BUMPER WITH AMBER LENS, BLACK HOUSING AND ROCK GUARD	6	
DAYTIME RUNNING LIGHTS		
HALOGEN SPOTLIGHT IN LH DOOR POST	5	
LED STOP/TAIL/TURN WITH INCANDESCENT BACKUP LIGHTS MOUNTED IN BOXES OUTBOARD OF RAILS		15
LED SQUARE CHROME FENDER MOUNTED FRONT TURN SIGNALS		
(4) UTILITY LIGHTS: (2) CHROME SWIVEL LED MOUNTED LH AND RH HIGH ON STAINLESS STEEL BRACKETS BACK OF SLEEPER AND (2) FLUSH MOUNTED INCANDESCENT BACK OF SLEEPER	12	

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Description	Weight Front	Weight Rear
DUAL AERO BRIGHT FINISH HEATED DUAL AXIS 1-PIECE MOTORIZED MIRRORS WITH LIGHTS, LH AND RH REMOTE AND INTEGRAL CONVEX MIRRORS	20	
CAB MOUNTED MIRRORS		
102 INCH EQUIPMENT WIDTH		
DUAL BRIGHT FINISH HEATED CONVEX MIRRORS WITH MANUAL ADJUSTMENT AND DUAL AXIS FOR 1-PIECE PRIMARY MIRRORS		
RH DOWN VIEW MIRROR		
STANDARD SIDE/REAR REFLECTORS		
ELECTRIC DOOR LOCKS, MECHANICAL KEY TUMBLER		
DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES		
STAINLESS STEEL EXTERIOR SUN VISOR	28	
17.5X35 INCH LAMINATED SAFETY GLASS TINTED REAR WINDOW		
TINTED DOOR GLASS		
RH AND LH ELECTRIC POWERED WINDOWS		
LOWER RH DOOR WINDOW WITH FRESNEL LENS	7	
2-PIECE TINTED CURVED BONDED WINDSHIELD		
1.5 GALLON WINDSHIELD WASHER RESERVOIR MOUNTED UNDER CAB WITH REMOTE FILL		

Cab Interior

SMOKY MOUNTAIN GRAY VINYL PREMIUM
 INTERIOR
 BLACK HARD TRIM
 BASE LEFT HAND DOOR TRIM
 BASE RIGHT HAND DOOR TRIM
 BLACK MATS WITH DOUBLE INSULATION
 DASH MOUNTED ASH TRAY AND LIGHTER,
 DRIVER SIDE
 FORWARD ROOF MOUNTED CONSOLE
 PASSENGER SIDE WING DASH MOUNTED
 GLOVE BOX WITH LOCKING DOOR
 LH AND RH DOOR MAP POCKETS
 (2) COAT HOOKS ON BACKWALL OF CAB
 (1) DOUBLE CUP HOLDER WITH CELL PHONE
 HOLDER LH OR RH DASH
 TWO-TONE CHARCOAL UPPER/COOL GRAY
 LOWER SOFT TOUCH WING DASH WITH BLACK
 DRIVER SIDE COSMETIC UNDER DASH COVER

Prepared for:
MICAELA MARTINEZ
SPOKANE CITY OF
915 N NELSON ST
SPOKANE, WA 99202
Phone: 509-625-7823

Prepared by:
Steve Smith
FREIGHTLINER NORTHWEST
10310 W WESTBOW ROAD
SPOKANE, WA 99224
Phone: 888-744-0390

Description	Weight Front	Weight Rear
STANDARD WIRING		
5 LB. FIRE EXTINGUISHER	10	
HEATER, DEFROSTER AND AIR CONDITIONER WITH CONSTANT TEMPERATURE CONTROL AND COSMETIC COVER		
HVAC DUCTING WITH MAIN FRESH AIR FILTER		
STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY		
VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
RADIATOR MOUNTED AIR CONDITIONER CONDENSER		
ADDITIONAL CAB SIDEWALL INSULATION	60	10
AUTOMATIC SELF-RESET CIRCUIT BREAKER IN MAIN DASH POWER DISTRIBUTION BOX AND CIRCUIT BREAKER/FUSE IN AUXILIARY POWER DISTRIBUTION BOXES		
DOOR ACTIVATED DOME LIGHT, UNDER DASH LIGHT AND LH AND RH DOOR MOUNTED COURTESY LIGHTS		
LH AND RH ELECTRIC DOOR LOCKS		
BRIGHT DOOR HANDLES		
* POWER SOURCE, CUSTOM		
2 - 12 VOLT POWER RECEPTACLES MOUNTED IN DASH . REFER TO JE7789		
TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	10	
ELITE HIGH BACK AIR SUSPENSION DRIVER SEAT WITH HEAT, 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT AND ADJUSTABLE SHOCK	20	
BASIC HIGH BACK NON SUSPENSION TOOL BOX PASSENGER SEAT	-30	
DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	
MORDURA CLOTH DRIVER SEAT		
MORDURA CLOTH PASSENGER SEAT		
3 POINT DRIVER AND PASSENGER SEAT BELT RETRACTORS		
ADJUSTABLE TILT AND TELESOPING STEERING COLUMN		
2-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL(S)		
DRIVER AND PASSENGER INTERIOR SUN VISORS		

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Description	Weight Front	Weight Rear
Instruments & Controls		
EXTRA GRIP FOOT CLUTCH PEDAL PAD, NON-ADJUSTABLE SUSPENDED PEDALS		
BLACK DRIVER INSTRUMENT PANEL		
BLACK CENTER INSTRUMENT PANEL		
STAR GAUGES WITH BRIGHT BEZELS		
(1) TRACTOR AND (1) TRAILER BRAKE APPLICATION AIR GAUGE		
2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
DASH MOUNTED AIR RESTRICTION GAUGE	2	
97 DB BACKUP ALARM		3
CRUISE CONTROL SWITCHES IN THE CENTER PANEL		
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
WARNING LAMP/LIGHT BAR DISPLAY, NON-DATA LINKED		
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
2 INCH ELECTRIC FUEL GAUGE		
FUEL FILTER RESTRICTION INDICATOR		
EMISSIONS LIMITED IDLE ADJUST		
DUAL REAR AXLE TEMPERATURE GAUGES WITH SENSOR SHIELD		
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
ENGINE OIL TEMPERATURE GAUGE		
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
OUTSIDE AIR TEMPERATURE GAUGE WITH FAHRENHEIT AND CELSIUS DISPLAY MOUNTED IN DASH		
DASH MOUNTED PTO CONTROL WITH INDICATOR LIGHT, GUARD AND PIPING	5	
NO VEHICLE STABILITY ADVISOR OR CONTROL		
ELECTRIC ENGINE OIL PRESSURE GAUGE		
STANDARD SMALL FACE PYROMETER	2	
AM/FM/WB WORLD TUNER RADIO WITH SIRIUS XM, CD PLAYER, BLUETOOTH, IPOD INTERFACE AND USB AND AUXILIARY INPUTS, J1939	10	
ROOF/OVERHEAD CONSOLE MOUNTED RADIO		

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Description	Weight Front	Weight Rear
(4) RADIO SPEAKERS IN CAB		
AM/FM ANTENNA MOUNTED ON RH FRONT A-PILLAR		
POWER AND GROUND WIRING FOR CB RADIO IN OVERHEAD CONSOLE		
MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM		
INTEROPERABLE SDAR ANTENNA		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITH ODOMETER		
ELECTRONIC 3000 RPM TACHOMETER WITH HOUR METER		
VT-HU CONNECTIVITY PLATFORM HARDWARE		
2 YEARS DETROIT CONNECT BASE PACKAGE (VIRTUAL TECHNICIAN, DETROIT CONNECT PORTAL ACCESS) FOR VT-HU CONNECTIVITY PLATFORM		
IGNITION SWITCH CONTROLLED ENGINE STOP		
FOUR ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT		
BW TRACTOR PROTECTION VALVE		
TRAILER HAND CONTROL BRAKE VALVE		
2 INCH TURBO AIR PRESSURE GAUGE		
2 INCH VOLTMETER		
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
CAB/TRAILER MARKER LIGHT SWITCH WITH SEPARATE HEADLIGHT SWITCH AND INTERRUPT SWITCH FOR TRAILER MARKER LIGHTS		
TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
SELF CANCELING TURN SIGNAL SWITCH WITH INTEGRAL HEADLAMP DIMMER WITH BRAKE OVERRIDE		
PACIFIC INSIGHT ELECTRONIC FLASHER		

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: HSB905935 WHITE PPG
 BASE/CLEAR
 CAB INTERIOR PAINTED SAME AS CAB COLOR

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Description	Weight Front	Weight Rear
BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
BUMPER PAINT: HSB905935 WHITE PPG BASE/CLEAR		

Certification / Compliance

- U.S. FMVSS CERTIFICATION, EXCEPT SALES
CABS AND GLIDER KITS
- US CERTIFICATION

Secondary Factory Options

NO CUSTOMER FURNISHED MATERIAL
 SPECIFIED

DEALER HAS BEEN ADVISED OF AND
 ACCEPTED RESPONSIBILITY FOR
 MODIFICATIONS DUE TO POSSIBLE
 PTO/CHASSIS INTERFERENCE

Raw Performance Data

CALC'D FRAME LENGTH - OVERALL : 351.39

CALCULATED EFFECTIVE BACK OF CAB TO
 REAR SUSPENSION C/L (CA) : 160.19 in

CALC'D SPACE AVAILABLE FOR DECKPLATE :
 166.0 in

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	11741 lbs	9850 lbs	21591 lbs
Total Weight ⁺	11741 lbs	9850 lbs	21591 lbs

Extended Warranty

TOWING: 2 YEARS/UNLIMITED MILES/KM EXTENDED TOWING
 COVERAGE \$550 CAP FEX APPLIES

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(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



Agenda Sheet for City Council Meeting of:
03/09/2020

Date Rec'd	2/26/2020
Clerk's File #	OPR 2020-0258
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	RE19461

Submitting Dept	FLEET OPERATIONS
Contact Name/Phone	DAVID PAINE 625-6878
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100-PURCHASE OF PUP TRAILER

Agenda Wording

Fleet Services would like to purchase a Pup Trailer for the Riverside Park Reclamation Water Facility using Bid #4294-16 for \$125,184.61, including tax. Purchase will be through Gordon Truck Center Inc (Spokane, WA).

Summary (Background)

The Pup Trailer will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of the Pup Trailer for the Riverside Park Reclamation Water Facility. Funding for this purchase is included in the Riverside Park Reclamation Water Facility Budget.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Expense	\$	125,184.61		#	4320-43290-94350-56404-99999
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		PAINE, DAVID		<u>Study Session</u>	3/2/20
<u>Division Director</u>		FEIST, MARLENE		<u>Other</u>	
<u>Finance</u>		ALBIN-MOORE, ANGELA		<u>Distribution List</u>	
<u>Legal</u>		ODLE, MARI		mmartinez	
<u>For the Mayor</u>		ORMSBY, MICHAEL			
<u>Additional Approvals</u>					
<u>Purchasing</u>		PRINCE, THEA			
<u>WASTEWATER MANAGEMENT</u>		CONKLIN, CHUCK			

Briefing Paper

Urban Experience Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase of Pup Trailer
Date:	March 2, 2020
Author (email & phone):	David Paine; dpaine@spokanecity.org; 625-7706
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase a Pup Trailer for the Riverside Park Reclamation Water Facility using Bid #4294-16 for \$125,184.61, including tax.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The Pup Trailer will replace a unit that has reached the end of its economic life. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the purchase of the Pup Trailer for the Riverside Park Reclamation Water Facility. <u>Funding</u> <ul style="list-style-type: none"> Funding for this purchase is included in the Riverside Park Reclamation Water Facility Budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



GORDON TRUCK CENTERS DEALER FAMILY

☒ Spokane, WA 888-744-0390 ☐ Yakima, WA 800-378-9478 ☐ Hermiston, OR 800-843-1195 ☐ La Grande, OR 800-843-1195

VEHICLE PURCHASE AGREEMENT

TOLL FREE ALL STORES 800-523-8014

Buyer's Name <u>City of Spokane</u>	Order Date <u>2</u> / <u>19</u> / <u>2020</u>
Address <u>915 North Nelson St.</u>	Estimated Delivery Date <u>9</u> / <u>15</u> / <u>2020</u>
City <u>Spokane</u> State <u>WA</u> Zip <u>99202</u>	Salesman <u>Steve Smith</u>
Business Phone (509) 625-7865 Cell Phone _____	Customer Email _____

Quantity Ordered	<u>1</u>
Base Price Per Unit	\$ <u>144,133.00</u>
Federal Excise Tax Per Unit	\$ <u>0.00</u>
Subtotal Price Per Unit	\$ <u>144,133.00</u>
Additional Description	
<u>Beau Roc stainless dump body, hydraulic system, rear hitch plate and installation per City of Spokane specifications.</u>	
Additional Items (Not included in base price)	
<u>Dump Body Package</u>	\$ <u>69,318.00</u>
<u>Based off Grant County bid award</u>	\$ _____
<u>Model Year Price Escalator (MY2021)</u>	\$ <u>1,800.00</u>
ADMINISTRATION FEE	\$ <u>0.00</u>
TITLE / TRANSFER FEE	\$ _____
3 DAY TRIP / FUEL PERMIT	\$ _____
Subtotal:	\$ <u>215,251.00</u>
Sales Tax Rate: <u>9.10</u> %	\$ <u>19,587.84</u>
Deposit: \$ _____	
Less: Cash Down Payment	\$ <u>0.00</u>
Less: Net Trade-in Allowed	\$ <u>0.00</u>
Unpaid Balance (DUE ON DELIVERY)	\$ <u>234,838.84</u>

Stock Number <u>TBD</u>	New <input checked="" type="checkbox"/> Used <input type="checkbox"/>
VIN Number <u>TBD</u>	
Year <u>2021</u>	Color <u>White</u>
Make <u>Western Star</u>	
Model <u>4900SF</u>	
Tractor/ Truck/ Trailer <u>Dump Truck</u>	

TRADE-IN: CONDITION REPORT REQUIRED

Year _____	Make _____	Model _____
Body Type _____	Color _____	
VIN No. <u>No Trade In</u>		
Loan Balance Owed to: _____		
Address _____		
City _____	State _____	Zip _____
Trade Allowance \$ _____		
Balance Owing \$ _____	Equity \$ <u>0.00</u>	

EXCLUSION OF WARRANTIES: Any warranties on the products sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that Gordon Truck Centers Inc. makes no warranties of any kind, express or implied, and disclaims all warranties including warranties of merchantability or fitness for a particular purpose, with regard to the products purchased; and that in no event shall Gordon Truck Centers Inc. be liable for incidental or consequential damages or commercial losses arising out of such purchase. This disclaimer does not affect the manufacturer's warranties, if any on this purchase. Tax, title and license are the purchaser's responsibility.

Purchaser agrees that the VEHICLE PURCHASE AGREEMENT (VPA) includes all of the terms and conditions, that this VPA cancels and supersedes any prior VPA and as of the date hereof comprises an exclusive statement of the terms of this agreement relating to the subject matter covered hereby. **THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER** as evidenced below. Purchaser by their execution of this agreement acknowledges they have read and accepted its terms and conditions and has received a true copy of this agreement.

Purchaser's Acceptance

Purchaser's Name (Please Print) City of Spokane
Name of Authorized Representative _____
Title of Authorized Representative _____
Signature of Authorized Representative X _____
Date _____ X _____

Gordon Truck Centers, Inc

Accepted This Date By:

X _____
Date _____



GORDON TRUCK CENTERS DEALER FAMILY



Spokane, WA

888-744-0390



Yakima, WA

800-378-9478



Hermiston, OR

800-843-1195



La Grande, OR

800-843-1195

VEHICLE PURCHASE AGREEMENT

TOLL FREE ALL STORES 800-523-8014

Buyer's Name <u>City of Spokane</u>	Order Date <u>2</u> / <u>19</u> / <u>2020</u>
Address <u>915 North Nelson St.</u>	Estimated Delivery Date <u>9</u> / <u>15</u> / <u>2020</u>
City <u>Spokane</u> State <u>WA</u> Zip <u>99202</u>	Salesman <u>Steve Smith</u>
Business Phone (509) 625-7865 Cell Phone _____	Customer Email _____

Quantity Ordered	<u>1</u>
Base Price Per Unit	\$ <u>114,743.00</u>
Federal Excise Tax Per Unit	\$ <u>0.00</u>
Subtotal Price Per Unit	\$ <u>114,743.00</u>
Additional Description	
<u>Beau Roc stainless dump body mounted on Valley Fab</u>	
<u>three axle trailer per City of Spokane specifications.</u>	
Additional Items (Not included in base price)	
Dump Body Package	\$ <u>0.00</u>
Based off City of Spokane bid award	\$ _____
Model Year Price Escalator (MY2020)	\$ <u>0.00</u>
ADMINISTRATION FEE	\$ <u>0.00</u>
TITLE / TRANSFER FEE	\$ _____
3 DAY TRIP / FUEL PERMIT	\$ _____
Subtotal:	\$ <u>114,743.00</u>
Sales Tax Rate: <u>9.10</u> %	\$ <u>10,441.61</u>
Deposit: \$ _____	
Less: Cash Down Payment	\$ <u>0.00</u>
Less: Net Trade-in Allowed	\$ <u>0.00</u>
Unpaid Balance (DUE ON DELIVERY)	\$ <u>125,184.61</u>

Stock Number <u>TBD</u>	New <input checked="" type="checkbox"/>
VIN Number <u>TBD</u>	Used <input type="checkbox"/>
Year <u>2020</u>	Color <u>White</u>
Make <u>Valley Fab</u>	
Model <u>three axle trailer</u>	
Tractor/ Truck/ Trailer <u>Trailer</u>	

TRADE-IN: CONDITION REPORT REQUIRED

Year _____	Make _____	Model _____
Body Type _____	Color _____	
VIN No. <u>No Trade In</u>		
Loan Balance Owed to: _____		
Address _____		
City _____	State _____	Zip _____
Trade Allowance \$ _____		
Balance Owing \$ _____	Equity \$ <u>0.00</u>	

EXCLUSION OF WARRANTIES: Any warranties on the products sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that Gordon Truck Centers Inc. makes no warranties of any kind, express or implied, and disclaims all warranties including warranties of merchantability or fitness for a particular purpose, with regard to the products purchased; and that in no event shall Gordon Truck Centers Inc. be liable for incidental or consequential damages or commercial losses arising out of such purchase. This disclaimer does not affect the manufacturer's warranties, if any on this purchase. Tax, title and license are the purchaser's responsibility.

Purchaser agrees that the VEHICLE PURCHASE AGREEMENT (VPA) includes all of the terms and conditions, that this VPA cancels and supersedes any prior VPA and as of the date hereof comprises an exclusive statement of the terms of this agreement relating to the subject matter covered hereby. **THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER** as evidenced below. Purchaser by their execution of this agreement acknowledges they have read and accepted its terms and conditions and has received a true copy of this agreement.

Purchaser's Acceptance

Purchaser's Name (Please Print) City of Spokane
Name of Authorized Representative _____
Title of Authorized Representative _____
Signature of Authorized Representative X _____
Date _____ X _____

Gordon Truck Centers, Inc

Accepted This Date By:

X _____
Date _____

Prepared for:
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S P E C I F I C A T I O N P R O P O S A L

Description	Weight Front	Weight Rear
Price Level		
WESTERN STAR PRL-23W (EFF:01/21/20)		
Data Version		
SPECPRO21 DATA RELEASE VER 004		
Vehicle Configuration		
WESTERN STAR 4900FA CHASSIS	8,834	7,286
2021 MODEL YEAR SPECIFIED		
SET FORWARD AXLE - TRUCK	-20	
TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10
LH PRIMARY STEERING LOCATION		
General Service		
TRUCK/TRAILER CONFIGURATION		
DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
CONSTRUCTION SERVICE		
GOVERNMENT BUSINESS SEGMENT		
DIRT/SAND/ROCK COMMODITY		
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
MAXIMUM 8% EXPECTED GRADE		
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
WESTERN STAR VOCATIONAL WARRANTY		
EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs		
EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs		
EXPECTED PUSHER AXLE(S) LOAD : 16000.0 lbs		

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Description	Weight Front	Weight Rear
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 80000.0 lbs		
EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		
Truck Service		
END DUMP BODY		
EXPECTED EMPTY BODY WEIGHT : 4300.0 lbs		
EXPECTED TRUCK BODY LENGTH : 17.0 ft		
EXPECTED TRUCK BODY WIDTH : 96.0 in		
EXP EMPTY BODY CG LOC FROM BODY FRT(A89) : 5.9 ft		
BRAKING-EXPECTED CAB TO BODY CLEARANCE : 3.0 in		
EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Tractor Service		
FRAMED END DUMP (NON-TRANSFER) TRAILER SINGLE (1) TRAILER		
Engine		
DETROIT DD16 15.6L 560 HP @ 1800 RPM, 2080 GOV RPM, 1850 LB/FT @ 1120 RPM	100	
Electronic Parameters		
75 MPH ROAD SPEED LIMIT		
CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
15 MINUTES IDLE SHUTDOWN WITH CLUTCH AND SERVICE BRAKE OVERRIDE		
PTO MODE ENGINE RPM LIMIT - 1400 RPM		
PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED OR PARK BRAKE NOT APPLIED		
PTO MODE CLUTCH OVERRIDE - CLUTCH ENABLED		
PTO RPM WITH CRUISE SET SWITCH - 900 RPM		
PTO RPM WITH CRUISE RESUME SWITCH - 1200 RPM		
PTO MODE RPM INCREMENT - 25 RPM		
PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
TWO REMOTE PTO SPEEDS		
PTO SPEED 1 SETTING - 900 RPM		
PTO SPEED 2 SETTING - 1200 RPM		
PTO MINIMUM RPM - 600		

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Description	Weight Front	Weight Rear
ENABLE DPF REGEN ZONE 1 WITH AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE		
Engine Equipment		
2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
STANDARD OIL PAN		
ENGINE MOUNTED OIL CHECK AND FILL		
OIL SAMPLE TEST FITTING ON OIL FILTER MODULE		
ONE PIECE VALVE COVER		
DUAL POLISHED STAINLESS STEEL 13 INCH DONALDSON COWL MOUNTED 1-STAGE AIR CLEANERS WITH POLISHED STAINLESS STEEL BANDS	40	
DR 12V 160 AMP 36-SI BRUSHLESS QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	10	
(4) DTNA GENUINE, FLOODED STARTING, MIN 4000CCA, 740RC, THREADED STUD BATTERIES	50	10
STACK BATTERY BOX		
SINGLE BATTERY BOX FRAME MOUNTED RH SIDE UNDER CAB		
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
NON-POLISHED BATTERY BOX COVER		
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
EATON ADVANTAGE 15-1/2 INCH SELF ADJUSTING CLUTCH		
BABCOCK 2-PIECE CLUTCH BRAKE		
ZERK FITTINGS WITH EXTENSION HOSES AT CLUTCH RELEASE BEARING AND X-SHAFT		
CUSTOMER REQUESTS MINIMUM CLUTCH TORQUE RATING OF 2050 LB-FT		
BW LK-862 650CC 34.8 CFM DUAL CYLINDER AIR COMPRESSOR	25	
AIR COMPRESSOR DISCHARGE LINE		
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		

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Description	Weight Front	Weight Rear
JACOBS COMPRESSION BRAKE		
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE		
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
STANDARD CURVE BRIGHT UPPER STACK(S) AND ELBOW(S)		
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23 GALLON DIESEL EXHAUST FLUID TANK		
100 PERCENT DIESEL EXHAUST FLUID FILL		
NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER		
LH HEAVY DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID TANK CAP		
OVAL PERFORATED SINGLE STAINLESS STEEL MUFFLER/TAILPIPE SHIELD WITH WESTERN STAR LOGO		
BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH		
AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH WATER-IN-FUEL INDICATOR		
FULL FLOW OIL FILTER		
1750 SQUARE INCH COPPER/BRASS RADIATOR	100	
MOUNTING FOR FIREWALL MOUNTED SURGE TANK		
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
HDEP FIXED RATIO COOLANT PUMP AND RADIATOR DRAIN VALVE		
PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER	4	

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Description	Weight Front	Weight Rear
CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
DELCO 12V MOD 3.175-39MT+ OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH		
CAST IRON FRONT AND REAR ENGINE SUPPORTS		
Transmission		
EATON FULLER RTLO-18918B TRANSMISSION	90	40
Transmission Equipment		
VEHICLE INTERFACE WIRING WITH BODY BUILDER BLUNT CUT WIRE INTERFACE AT BACK OF CAB		
CAST IRON CLUTCH HOUSING		
CUSTOMER INSTALLED CHELSEA 489 SERIES PTO		
PTO MOUNTING, BOTTOM OF MAIN TRANSMISSION		
PAINTED SHIFT LEVER, SOLID LINKAGE		
AIR TO OIL TRANSMISSION COOLER		
SYNTHETIC TRANSMISSION LUBE		
Front Axle and Equipment		
DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	90	
MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
NON-ASBESTOS FRONT BRAKE LINING		
CONMET CAST IRON FRONT BRAKE DRUMS		
FRONT BRAKE DUST SHIELDS	5	
FRONT OIL SEALS		
VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
STANDARD SPINDLE NUTS FOR ALL AXLES		
HALDEX AUTOMATIC FRONT SLACK ADJUSTERS		
TRW TAS-85 POWER STEERING	40	
POWER STEERING PUMP		
4 QUART POWER STEERING RESERVOIR	5	
OIL/AIR POWER STEERING COOLER	5	
SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension		

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Description	Weight Front	Weight Rear
18,000# TAPERLEAF FRONT SUSPENSION	160	
THREADED SPRING PINS AND BUSHINGS - FRONT SUSPENSION		
ALUMINUM SPACER BLOCKS FOR FRONT SUSPENSIONS		
CAST IRON SHACKLED FRONT AND REAR SPRING BRACKETS FOR FRONT SUSPENSION		
FRONT SHOCK ABSORBERS		

Rear Axle and Equipment

RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE		500
4.30 REAR AXLE RATIO		
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
RPL25SD MERITOR MAIN DRIVELINE	80	80
RPL20 MERITOR INTERAXLE DRIVELINE		
DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
(1) INTERAXLE LOCK VALVE SUPPLIES (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AXLE VALVE AND (1) REAR- REAR AXLE VALVE		
INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
INDICATOR LIGHT FOR EACH DRIVER CONTROLLED TRACTION DEVICE SWITCH		
MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
NON-ASBESTOS REAR BRAKE LINING		
ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY		
CONMET CAST IRON REAR BRAKE DRUMS		
REAR BRAKE DUST SHIELDS		10
REAR OIL SEALS		
WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		
HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
SYNTHETIC 75W-90 REAR AXLE LUBE		
STANDARD REAR AXLE BREATHER(S)		

Rear Suspension

* HENDRICKSON HAULMAAX @46,000#REAR SUSPENSION	350
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	Description	Weight Front	Weight Rear
	REFER TO SERIAL NUMBER JE7789		
*	HENDRICKSON HAULMAAX/ULTIMAAX - 9.50" RIDE HEIGHT		
	REFER TO SERIAL NUMBER JE7789		
	54 INCH AXLE SPACING		
	HENDRICKSON HN, HAULMAAX AND ULTIMAAX SERIES STEEL BEAMS WITH BAR PIN		
	FORE/AFT AND TRANSVERSE CONTROL RODS		
	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)		60
Pusher / Tag Equipment			
	(2) HENDRICKSON SC10 COMPOSILITE 10,000# AIR LIFT STEERABLE PUSHER SUSPENSIONS, 13X4 BRAKES AND DRESSED AXLES	575	1,725
	(2) HENDRICKSON SC10 10,000# STEERABLE 13X4 BRAKE DRESSED INTEGRAL PUSHER AXLES		
	(2) DASH SWITCHES, (2) GAUGES AND (2) AIR PRESSURE REGULATORS INSIDE CAB		
	REVERSE LIFT AXLE WIRING WITH LAST STATE RETENTION WITH IGNITION OFF		
	AIR PIPING FOR LIFTABLE PUSHER/TAG AXLE, CONTROLS MOUNTED INSIDE CAB		
	MERITOR 12.8X4 CAM PUSHER/TAG BRAKES		
	NON-ASBESTOS PUSHER/TAG BRAKE LINING		
	HENDRICKSON CAST IRON PUSHER/TAG BRAKE DRUMS		
	PUSHER/TAG BRAKE DUST SHIELDS		5
*	PUSHER/TAG OIL SEALS		
	VENTED PUSHER/TAG HUB CAPS, GREASED		
	HALDEX PUSHER/TAG AXLE SERVICE CHAMBERS		
	HALDEX AUTOMATIC PUSHER/TAG SLACK ADJUSTERS		
	(2) HENDRICKSON SC10 COMPOSILITE 10,000# STEERABLE AIR LIFT PUSHER SUSPENSIONS		
*	CUSTOM AXLE SPACING PUSHER/TAG		
	DUAL PUSHER SPACING 88" AND 46 " OF FORWARD MOST DRIVE AXLE , SAME AS SERIAL NUMBER JE7789.		

Brake System

WABCO 4S/4M ABS
 REINFORCED NYLON AIR LINES
 FIBER BRAID PARKING BRAKE HOSE

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Description	Weight Front	Weight Rear
STANDARD BRAKE SYSTEM VALVES		
COMBO-ABS/SERVICE BRAKE VALVE WITH 5.5 PSI CRACK PRESSURE		
WABCO TWIN AIR DRYER WITH HEATER	10	
WABCO OIL COALESCING FILTER FOR AIR DRYER		
AIR DRYER MOUNTED INBOARD ON RH RAIL		
STEEL AIR BRAKE RESERVOIRS MOUNTED PERPENDICULAR TO OUTSIDE RAIL	20	20
PULL CABLES ON ALL AIR RESERVOIR(S)		

Trailer Connections

NO TRAILER AIR HOSE	-10	
AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS	5	5
PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
SUPPLEMENTAL RECEPTACLE WIRING FOR THIRD AXLE LIFT		
SUPPLEMENTAL J560 7-WAY RECEPTACLE LOCATED WITH PRIMARY RECEPTACLE		
NO TRAILER ELECTRICAL CABLE	-10	

Wheelbase & Frame

N	6500MM (256 INCH) WHEELBASE		
	3/8X3-7/8X11-5/8 INCH STEEL FRAME 120KSI	750	30
	1/4 INCH (6.35MM) C-CHANNEL PARTIAL INNER FRAME REINFORCEMENT, REAR OF REAR SUSPENSION TO FORWARD OF BACK OF CAB CROSSMEMBER	130	370
	1900MM (75 INCH) REAR FRAME OVERHANG		
	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-20	140
	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 165.91 in		
	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 160.19 in		
	CALC'D FRAME LENGTH - OVERALL : 351.39		
	FRAME HEIGHT TOP FRONT UNLADEN : 0.0 in		
	FRAME HEIGHT TOP FRONT LADEN : 31.23 in		
	FRAME HEIGHT TOP REAR UNLADEN : 43.09 in		

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	Description	Weight Front	Weight Rear
N	FRAME HEIGHT TOP REAR LADEN : 40.64 in		
	CALCULATED FRAME SPACE LH SIDE : - 19898.84 in		
N	CALCULATED FRAME SPACE RH SIDE : - 19780.85 in		
	CALC'D SPACE AVAILABLE FOR DECKPLATE : 166.0 in		
	UNDERSLUNG CROSSMEMBER	40	
	SQUARE END OF FRAME		
	FRONT CLOSING CROSSMEMBER		
	EXTRA HEAVY DUTY STEEL C-CHANNEL BOLTED CONSTRUCTION BACK OF TRANSMISSION CROSSMEMBER		
	EXTRA HEAVY DUTY STEEL C-CHANNEL BOLTED CONSTRUCTION MIDSHIP #1 CROSSMEMBER		
	TUBULAR STEEL REARMOST CROSSMEMBER		20
	EXTRA HEAVY DUTY STEEL C-CHANNEL BOLTED CONSTRUCTION REAR SUSPENSION FORWARD CROSSMEMBER		10
	STANDARD SUSPENSION CROSSMEMBER		
	EXTRA HEAVY DUTY STEEL C-CHANNEL BOLTED CONSTRUCTION REAR MOUNTED SUSPENSION CROSSMEMBER		
Chassis Equipment			
	NO LH OR RH BACK OF CAB ACCESS	-5	-5
	NO DECK PLATE	-5	-5
	NO FRAME MOUNTED STEPS	-5	-5
	14 INCH PAINTED STEEL LOGGER BUMPER WITH CHIP GUARD	210	-20
	REMOVABLE CENTERED FRONT TOW PIN FOR LOGGER BUMPER		
	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
	BETTS B-23 PAINTED COILED MUDFLAP BRACKETS		
	WESTERN STAR LOGO BLACK MUDFLAPS		
	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS	10	
	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
	EXTERIOR HARNESSES WRAPPED IN CONDUIT		
	NO PDI INSTALLED CHASSIS STEPS		

Fifth Wheel

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Description	Weight Front	Weight Rear
NO FIFTH WHEEL	-30	-480
Fuel Tanks		
100 GALLON/378 LITER ALUMINUM FUEL TANK - LH		
25 INCH DIAMETER FUEL TANK(S)		
PLAIN ALUMINUM/PAINTED STEEL		
FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
FUEL TANK(S) FORWARD		
LH FULL LENGTH FUEL TANK STEPS		
PLAIN STEP FINISH		
FUEL TANK CAP(S)		
EQUIFLO INBOARD FUEL SYSTEM		
HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
FUEL COOLER		
IN TANK FUEL LEVEL SENDER(S)		
Tires		
MICHELIN XZY-3 385/65R22.5 18 PLY RADIAL FRONT TIRES	130	
MICHELIN XDS2 11R22.5 16 PLY RADIAL REAR TIRES		192
MICHELIN X MULTI Z 215/75R17.5 14 PLY RADIAL PUSHER/TAG TIRES		-244
Hubs		
CONMET PRESET PLUS PREMIUM IRON FRONT HUBS	60	
CONMET PRESET PLUS PREMIUM IRON REAR HUBS		60
HENDRICKSON IRON PUSHER/TAG HUBS		
Wheels		
ALCOA LVL ONE 82462X 22.5X12.25 10-HUB PILOT 4.68 INSET 10-HAND ALUMINUM DISC FRONT WHEELS	-8	
ALCOA LVL ONE 88267X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-200
ALCOA 66480X 17.5X6.00 6-HUB PILOT 4.25 INCH INSET ALUMINUM DISC PUSHER/TAG WHEELS		-172
POLISHED DISC SIDE FRONT WHEELS WITH DURA-BRIGHT FINISH		
NO FRONT AXLE WHEEL/HUB COVER		
FRONT WHEEL MOUNTING NUTS		

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Description	Weight Front	Weight Rear
REAR WHEEL MOUNTING NUTS		
Cab Exterior		
123 INCH BBC STEEL CONVENTIONAL CAB		
WESTERN STAR PAINTED ALUMINUM CAB SKIRT		
AIR CAB MOUNTS WITH CHECK VALVE		
NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
LARGE PROFILE FRONT FENDER		
2-3/4 INCH FENDER EXTENSIONS	10	
LH AND RH EXTERIOR GRAB HANDLES WITH RUBBER INSERT AND LH AND RH INTERIOR GRAB HANDLES MOUNTED TO A POST		
STAINLESS STEEL RADIATOR SHELL/HOOD BEZEL WITH STYLIZED TILT HOOD HANDLE		
HOOD MOUNTED ALUMINUM GRILLE		
GALVANEAELED STEEL SEVERE SERVICE CAB	50	
ONE PIECE FIBERGLASS HOOD		
SEVERE DUTY COPPER/BRASS RADIATOR HOOD MOUNTING	10	
SINGLE AIR HORN UNDER LH DECK		
SINGLE ELECTRIC HORN		
SINGLE HORN SHIELD		
ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER D420		
SWITCH, INDICATOR LIGHT AND WIRING FOR (2) CUSTOMER FURNISHED BEACONS		
DUAL RECTANGULAR LED HEADLIGHTS		
LED CHROME BULLET MARKER LIGHTS	5	
PERLUX 500SRS RECTANGULAR FOG LIGHTS IN BUMPER WITH AMBER LENS, BLACK HOUSING AND ROCK GUARD	6	
DAYTIME RUNNING LIGHTS		
HALOGEN SPOTLIGHT IN LH DOOR POST	5	
LED STOP/TAIL/TURN WITH INCANDESCENT BACKUP LIGHTS MOUNTED IN BOXES OUTBOARD OF RAILS		15
LED SQUARE CHROME FENDER MOUNTED FRONT TURN SIGNALS		
(4) UTILITY LIGHTS: (2) CHROME SWIVEL LED MOUNTED LH AND RH HIGH ON STAINLESS STEEL BRACKETS BACK OF SLEEPER AND (2) FLUSH MOUNTED INCANDESCENT BACK OF SLEEPER	12	

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Description	Weight Front	Weight Rear
DUAL AERO BRIGHT FINISH HEATED DUAL AXIS 1-PIECE MOTORIZED MIRRORS WITH LIGHTS, LH AND RH REMOTE AND INTEGRAL CONVEX MIRRORS	20	
CAB MOUNTED MIRRORS		
102 INCH EQUIPMENT WIDTH		
DUAL BRIGHT FINISH HEATED CONVEX MIRRORS WITH MANUAL ADJUSTMENT AND DUAL AXIS FOR 1-PIECE PRIMARY MIRRORS		
RH DOWN VIEW MIRROR		
STANDARD SIDE/REAR REFLECTORS		
ELECTRIC DOOR LOCKS, MECHANICAL KEY TUMBLER		
DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES		
STAINLESS STEEL EXTERIOR SUN VISOR	28	
17.5X35 INCH LAMINATED SAFETY GLASS TINTED REAR WINDOW		
TINTED DOOR GLASS		
RH AND LH ELECTRIC POWERED WINDOWS		
LOWER RH DOOR WINDOW WITH FRESNEL LENS	7	
2-PIECE TINTED CURVED BONDED WINDSHIELD		
1.5 GALLON WINDSHIELD WASHER RESERVOIR MOUNTED UNDER CAB WITH REMOTE FILL		

Cab Interior

SMOKY MOUNTAIN GRAY VINYL PREMIUM
 INTERIOR
 BLACK HARD TRIM
 BASE LEFT HAND DOOR TRIM
 BASE RIGHT HAND DOOR TRIM
 BLACK MATS WITH DOUBLE INSULATION
 DASH MOUNTED ASH TRAY AND LIGHTER,
 DRIVER SIDE
 FORWARD ROOF MOUNTED CONSOLE
 PASSENGER SIDE WING DASH MOUNTED
 GLOVE BOX WITH LOCKING DOOR
 LH AND RH DOOR MAP POCKETS
 (2) COAT HOOKS ON BACKWALL OF CAB
 (1) DOUBLE CUP HOLDER WITH CELL PHONE
 HOLDER LH OR RH DASH
 TWO-TONE CHARCOAL UPPER/COOL GRAY
 LOWER SOFT TOUCH WING DASH WITH BLACK
 DRIVER SIDE COSMETIC UNDER DASH COVER

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Description	Weight Front	Weight Rear
STANDARD WIRING		
5 LB. FIRE EXTINGUISHER	10	
HEATER, DEFROSTER AND AIR CONDITIONER WITH CONSTANT TEMPERATURE CONTROL AND COSMETIC COVER		
HVAC DUCTING WITH MAIN FRESH AIR FILTER		
STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY		
VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
RADIATOR MOUNTED AIR CONDITIONER CONDENSER		
ADDITIONAL CAB SIDEWALL INSULATION	60	10
AUTOMATIC SELF-RESET CIRCUIT BREAKER IN MAIN DASH POWER DISTRIBUTION BOX AND CIRCUIT BREAKER/FUSE IN AUXILIARY POWER DISTRIBUTION BOXES		
DOOR ACTIVATED DOME LIGHT, UNDER DASH LIGHT AND LH AND RH DOOR MOUNTED COURTESY LIGHTS		
LH AND RH ELECTRIC DOOR LOCKS		
BRIGHT DOOR HANDLES		
* POWER SOURCE, CUSTOM		
2 - 12 VOLT POWER RECEPTACLES MOUNTED IN DASH . REFER TO JE7789		
TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	10	
ELITE HIGH BACK AIR SUSPENSION DRIVER SEAT WITH HEAT, 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT AND ADJUSTABLE SHOCK	20	
BASIC HIGH BACK NON SUSPENSION TOOL BOX PASSENGER SEAT	-30	
DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	
MORDURA CLOTH DRIVER SEAT		
MORDURA CLOTH PASSENGER SEAT		
3 POINT DRIVER AND PASSENGER SEAT BELT RETRACTORS		
ADJUSTABLE TILT AND TELESOPING STEERING COLUMN		
2-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL(S)		
DRIVER AND PASSENGER INTERIOR SUN VISORS		

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Description	Weight Front	Weight Rear
Instruments & Controls		
EXTRA GRIP FOOT CLUTCH PEDAL PAD, NON-ADJUSTABLE SUSPENDED PEDALS		
BLACK DRIVER INSTRUMENT PANEL		
BLACK CENTER INSTRUMENT PANEL		
STAR GAUGES WITH BRIGHT BEZELS		
(1) TRACTOR AND (1) TRAILER BRAKE APPLICATION AIR GAUGE		
2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
DASH MOUNTED AIR RESTRICTION GAUGE	2	
97 DB BACKUP ALARM		3
CRUISE CONTROL SWITCHES IN THE CENTER PANEL		
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
WARNING LAMP/LIGHT BAR DISPLAY, NON-DATA LINKED		
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
2 INCH ELECTRIC FUEL GAUGE		
FUEL FILTER RESTRICTION INDICATOR		
EMISSIONS LIMITED IDLE ADJUST		
DUAL REAR AXLE TEMPERATURE GAUGES WITH SENSOR SHIELD		
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
ENGINE OIL TEMPERATURE GAUGE		
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
OUTSIDE AIR TEMPERATURE GAUGE WITH FAHRENHEIT AND CELSIUS DISPLAY MOUNTED IN DASH		
DASH MOUNTED PTO CONTROL WITH INDICATOR LIGHT, GUARD AND PIPING	5	
NO VEHICLE STABILITY ADVISOR OR CONTROL		
ELECTRIC ENGINE OIL PRESSURE GAUGE		
STANDARD SMALL FACE PYROMETER	2	
AM/FM/WB WORLD TUNER RADIO WITH SIRIUS XM, CD PLAYER, BLUETOOTH, IPOD INTERFACE AND USB AND AUXILIARY INPUTS, J1939	10	
ROOF/OVERHEAD CONSOLE MOUNTED RADIO		

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Description	Weight Front	Weight Rear
(4) RADIO SPEAKERS IN CAB		
AM/FM ANTENNA MOUNTED ON RH FRONT A-PILLAR		
POWER AND GROUND WIRING FOR CB RADIO IN OVERHEAD CONSOLE		
MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM		
INTEROPERABLE SDAR ANTENNA		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITH ODOMETER		
ELECTRONIC 3000 RPM TACHOMETER WITH HOUR METER		
VT-HU CONNECTIVITY PLATFORM HARDWARE		
2 YEARS DETROIT CONNECT BASE PACKAGE (VIRTUAL TECHNICIAN, DETROIT CONNECT PORTAL ACCESS) FOR VT-HU CONNECTIVITY PLATFORM		
IGNITION SWITCH CONTROLLED ENGINE STOP		
FOUR ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT		
BW TRACTOR PROTECTION VALVE		
TRAILER HAND CONTROL BRAKE VALVE		
2 INCH TURBO AIR PRESSURE GAUGE		
2 INCH VOLTMETER		
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
CAB/TRAILER MARKER LIGHT SWITCH WITH SEPARATE HEADLIGHT SWITCH AND INTERRUPT SWITCH FOR TRAILER MARKER LIGHTS		
TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
SELF CANCELING TURN SIGNAL SWITCH WITH INTEGRAL HEADLAMP DIMMER WITH BRAKE OVERRIDE		
PACIFIC INSIGHT ELECTRONIC FLASHER		

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: HSB905935 WHITE PPG
 BASE/CLEAR
 CAB INTERIOR PAINTED SAME AS CAB COLOR

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Description	Weight Front	Weight Rear
BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
BUMPER PAINT: HSB905935 WHITE PPG BASE/CLEAR		

Certification / Compliance

- U.S. FMVSS CERTIFICATION, EXCEPT SALES
CABS AND GLIDER KITS
- US CERTIFICATION

Secondary Factory Options

NO CUSTOMER FURNISHED MATERIAL
 SPECIFIED

DEALER HAS BEEN ADVISED OF AND
 ACCEPTED RESPONSIBILITY FOR
 MODIFICATIONS DUE TO POSSIBLE
 PTO/CHASSIS INTERFERENCE

Raw Performance Data

CALC'D FRAME LENGTH - OVERALL : 351.39

CALCULATED EFFECTIVE BACK OF CAB TO
 REAR SUSPENSION C/L (CA) : 160.19 in

CALC'D SPACE AVAILABLE FOR DECKPLATE :
 166.0 in

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	11741 lbs	9850 lbs	21591 lbs
Total Weight ⁺	11741 lbs	9850 lbs	21591 lbs

Extended Warranty

TOWING: 2 YEARS/UNLIMITED MILES/KM EXTENDED TOWING
 COVERAGE \$550 CAP FEX APPLIES

Prepared for:
MICAELA MARTINEZ
SPOKANE CITY OF
915 N NELSON ST
SPOKANE, WA 99202
Phone: 509-625-7823

Prepared by:
Steve Smith
FREIGHTLINER NORTHWEST
10310 W WESTBOW ROAD
SPOKANE, WA 99224
Phone: 888-744-0390

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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

03/09/2020

<u>Date Rec'd</u>	2/27/2020
<u>Clerk's File #</u>	OPR 2020-0259
<u>Renews #</u>	

<u>Submitting Dept</u>	FLEET OPERATIONS	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAVID PAINE 6256878	<u>Project #</u>	
<u>Contact E-Mail</u>	DPAINE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	RN53000
<u>Agenda Item Name</u>	5100-PURCHASE OF K8S		

Agenda Wording

Fleet Services would like to purchase 14 Hybrid Police K8s from Columbia Ford in Longview, WA, using WA State Contract #05916. Total purchase amount is \$697,246.14, including tax.

Summary (Background)

The 14 Police K8s will replace units that have reached the end of their economic life. We recommend approval for the purchase of 14 Police K8s for the Police Department. Funding for this purchase is included in the Police Department Budget and the Fleet Replacement Fund.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 49803.24	# 5110-71700-94000-56404-99999
Expense	\$ 647442.9	# 5902-79115-94000-56404-99999
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	PAINE, DAVID	<u>Study Session</u>	3/2/20
<u>Division Director</u>	KEGLEY, DANIEL	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mmartinez, dloucks	
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			
<u>POLICE</u>	LUNDGREN, JUSTIN		

Briefing Paper

Urban Experience Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase of Police K8s
Date:	March 2, 2020
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase 14 Police K8s from Columbia Ford in Longview, WA, using WA State Contract #05916. Total purchase amount is \$697,246.14, including tax.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The 14 Police K8s will replace units that have reached the end of their economic life. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the purchase of 14 Police K8s for the Police Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is included in the Police Department budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Martinez, Micaela

From: NOREPLY@des.wa.gov
Sent: Wednesday, February 19, 2020 1:54 PM
To: Martinez, Micaela
Cc: Steve.Hatfield@des.wa.gov
Subject: Vehicle Quote - 2020-2-483 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2020-2-483 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: mmartinez@spokanecity.org

Quote Notes: SPD Full Cage
Vehicle Location: SPOKANE CITY

Color Options & Qty

Agate Black (UM) - 14

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2020-0521-001	2020 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	14	\$32,800.00	\$459,200.00
2020-0521-002	INFORMATION ONLY: Columbia Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	14	\$0.00	\$0.00
2020-0521-003	INFORMATION ONLY: (#010-099 Ford Factory Options) (VSO Vehicle Special Order options to be added in the future, i.e. red/red LEDs) (#200-299 Dealer-Installed Options, including Setina Upfits) (#350-399 Day Wireless Upfits)	14	\$0.00	\$0.00
2020-0521-004	INFORMATION ONLY (updated 01/16/2019): [EXTERIOR Dimensions: 198.8in Overall Length, 119.1in Wheelbase, 69.4in Height, 78.9in Width (mirrors folded), 89.3in Width (mirrors extended), Ground Clearances (7.4in w/ 3.3L HEV, 7.2in w/ 3.0L EcoBoost, 7.6in w/ 3.3L Direct-injection V6)] [INTERIOR Dimensions: Front/Rear: Head (40.7in/40.4in), Shoulder (61.8in/61.3in), Hip (59.3in/59.1in), Leg (40.9in/40.7in), Cargo Opening Height 31.9in, Cargo Opening Width 47.6in, Cargo Area Width 47.9in, Cargo Area Length 46.2in]	14	\$0.00	\$0.00
2020-0521-010	2020 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV, 3.3L V6 Direct-Injection (285 HP @ 6500 RPM, 260 lb.-ft. Torque @ 3000 RPM) (136-MPH Top Speed), 10-Speed Automatic Police-Calibrated Transmission (Column Shifter), 255/60R 18 All-Season BSW Tires, HD Steel Wheels, HD 80-Amp 730CCA Battery, HD 250 Amp Alternator, 21.4 Gallon Fuel Tank, 3.73 Axle Ratio, 6465# GVWR, 1670#	14	\$0.00	\$0.00

Payload, 5000# Towing Capacity, 7.6in Ground Clearance (K8A/500A) THIS IS THE BASE VEHICLE --
Please review standard specs to view complete description.

2020-0521-013	Ready for the Road Package. [Includes contents of Front Headlamp Lighting Solution #66A, Tail Lamp Lighting Solution #66B, Rear Lighting Solution #66C; Pre-wiring for grille LED lights, siren and speaker #60A, 100 Watt Siren/Speaker #18X, Rear console Plate #85R, Hidden Door-Lock Plunger/Rear Door Handles/Rear Windows Inoperable #52P; PLUS: Grille Linear LED Lights (Red/Blue) and harness; Whelen Cencom Light Controller Head with dimmable backlight; Whelen Cencom Relay Center/Siren/Amp with Traffic Advisor mounted behind 2nd row seat; Light controller/relay cencom wiring (wiring harness) with additional input/output pigtails; high current pigtail; Whelan Specific WECAN cable (console to cargo area) connects Cencom to Control Head] (Not available with Ultimate Wiring Package #67U or Interior Upgrade Package #65U) (67H)	14	\$3,586.00	\$50,204.00
2020-0521-021	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller are not included.) (Must also order Pre-wiring for grille lamp, siren and speaker #60A) (63B)	14	\$290.00	\$4,060.00
2020-0521-029	Noise Suppression Bonds (Ground Straps)(60R)	14	\$100.00	\$1,400.00
2020-0521-030	Switchable Red/White Lighting in Cargo Area (deletes 3rd row map light) (17T)	14	\$51.00	\$714.00
2020-0521-032	Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (43D)	14	\$25.00	\$350.00
2020-0521-033	Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	14	\$260.00	\$3,640.00
2020-0521-035	BLIS Blind Spot Monitoring with Cross-Traffic Alert (Includes manual fold-away heated mirrors) (55B/54Z)	14	\$543.00	\$7,602.00
2020-0521-042	Reverse Sensing System (76R)	14	\$274.00	\$3,836.00
2020-0521-046	Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry System #55F) (18D)	14	\$0.00	\$0.00
2020-0521-048	Fleet Keyed Alike (Call dealer for available key codes) (Allowed to also order Remote Keyless Entry #55F) (KEY)	14	\$51.00	\$714.00
2020-0521-053	Spot Lamps, LED Bulbs, Dual (Whelen) (51V)	14	\$664.00	\$9,296.00
2020-0521-060	Underbody Deflector Plate (engine and transmission shield) (76D)	14	\$334.00	\$4,676.00
2020-0521-062	2nd Row Cloth Seat in lieu of Vinyl (Charcoal) (Included with Interior Upgrade Pkg #65U) (88F)	14	\$60.00	\$840.00
2020-0521-099	INFORMATION ONLY: Delayed Warranty Start, customer submits request at www.fordwsd.com	14	\$0.00	\$0.00
2020-0521-200	INFORMATION ONLY: 200-299 Dealer-Installed Options	14	\$0.00	\$0.00
2020-0521-251	Push Bumper Upgrade, HD Fender Wraps (PIT Bars) (Setina PB5) (Must also order a Setina Push Bumper) (Not compatible with Ford's Front Warning Auxiliary Light #21L) (DLR)	14	\$384.00	\$5,376.00
2020-0521-252	Push Bumper, HD w/ Welded Upper Cross Support (Setina PB400) (DLR)	14	\$410.00	\$5,740.00
2020-0521-257	Door Panels, Rear Doors (TPO, Setina) (Must also order Ready for the Road Package #67H, Hidden Door Lock Plunger #52P or Inoperable Rear Door Locks #68G) (DLR)	14	\$213.00	\$2,982.00
2020-0521-258	Window Barriers, Rear Doors, HD Steel Bars (Setina) (Must also order Ready for the Road Package #67H, Hidden Door Lock Plunger #52P or Inoperable Rear Door Locks #68G) (DLR)	14	\$190.00	\$2,660.00

2020-0521-262 Partition, Front Horizontal with Sliding Polycarbonate Window, including Recess Panel (Setina 10VSRP) (DLR)	14	\$742.00	\$10,388.00
2020-0521-263 Partition, Front - XL Upgrade with center and side recess panel (allows additional legroom for rear right-side passenger) (Must also order a front partition) (Setina XL) (DLR)	14	\$20.00	\$280.00
2020-0521-266 Weapons Mounting System, DUAL [Standard Shotgun Lock and Adjustable Universal Lock with key override and timer] (Must also order Front Partition w/ Recess Panel #10VSRP) (DLR)	14	\$349.00	\$4,886.00
2020-0521-271 Partition, Rear - Polycarbonate Panel (Setina 12VS/P) (DLR)	14	\$441.00	\$6,174.00
2020-0521-273 Seat, Setina HD TPO Cover-Style Rear Prisoner Transport Seat (includes center-originating seat belts with Docking Buckles on front partition) (installed over factory seat) (Must order with Setina Rear Partition 12VS or 12VS/P) (Setina recommends also ordering the XL Partition Upgrade) (Not compatible with Tall Man Front Partition) (SETPTSCB) (DLR)	14	\$813.00	\$11,382.00
2020-0521-388 Interior Dome Light (Partition): White LED dome light installed and wired to central controller switch. Light will be installed on prisoner partition for prisoner compartment. (DWS-DOME-1) (DW388)	14	\$42.00	\$588.00

Quote Totals

Total Vehicles:	14
Sub Total:	\$596,988.00
8.4 % Sales Tax:	\$50,146.99
Quote Total:	\$647,134.99

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

03/09/2020

Date Rec'd

2/26/2020

Clerk's File #

OPR 2020-0260

Renews #**Submitting Dept**

SOLID WASTE COLLECTION

Contact Name/Phone

KERRY DEATRICH 625-7874

Contact E-Mail

KDEATRICH@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Agenda Item Name

4500 SWC VALUE BLANKET TO PURCHASE AUTOMATED SOLID WASTE CARTS

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

5152-20

Requisition #

VALUE BLANKET

Agenda Wording

Two-year Value Blanket Order, with option for three one-year extensions, with Cascade Engineering, Inc. (Grand Rapids, MI) for the purchase of automated solid waste carts -- annual estimated expenditure \$560,940 (plus applicable tax).

Summary (Background)

In past years, Solid Waste Collection has maintained separate contracts for automated garbage, recycling and yard waste carts. In December 2019, bid #5152-20 was issued to purchase all three cart types, consolidating three contracts into one moving forward. Having one contract will allow the department to order truckloads of mixed cart types and sizes, in addition to having more interchangeable replacement parts. Five responses were received; Cascade Engineering, Inc. was the lowest bidder.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 289,856.00 (plus applicable tax)

4500-45100-37148-53502

Expense \$ 271,084.00 (plus applicable tax)

4500-44200-37148-53502

Select \$

#

Select \$

#

Approvals**Dept Head**

CONKLIN, CHUCK

Division Director

FEIST, MARLENE

Finance

ALBIN-MOORE, ANGELA

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session**

PIES 2-24-2020

Other**Distribution List**

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rschoonover@spokanecity.org

jsalstrom@spokanecity.org

ddbender@spokanecity.org

tprince@spokanecity.org

Tax & Licenses

josh.royce@cascadeng.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select **\$**

Select **\$**

Budget Account

#

#

Distribution List

carol.hindley@cascadeng.com

mark.broderick@cascadeng.com

paulc@swsequipment.com

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works / Solid Waste Collection 4500
Subject:	Two-Year Value Blanket Contract with Cascade Engineering, Inc.
Date:	February 24, 2020
Author (email & phone):	Dustin Bender / ddbender@spokanecity.org. / 509.625.7806
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Solid Waste Collection's Operating Budget
Strategic Initiative:	Sustainable Resources & Affordable Utility Rates
Deadline:	Previous contracts for all cart sizes have expired, final extensions were not utilized.
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Value Blanket Contract with Cascade Engineering, Inc.

Background/History:

The City of Spokane provides carts for automated collection of various waste streams at all residences and businesses inside the city limits. Purchase of new carts allows an inventory of available carts for replacement, size changes and new account growth. Automated collection has been successful in reducing employee injuries and increasing efficiency by allowing more carts to be picked up by only one driver assigned to each route.

In the past, the Solid Waste Collection Department has maintained three (3) separate cart supplier contracts for the various waste streams (garbage, single stream recycling and yard waste). A consolidated contract will allow the flexibility to order truckloads of mixed carts and have more interchangeable replacement parts on hand.

Executive Summary:

- Bid #5152-20 was issued December 2019.
- Five responses received; Cascade Engineering, Inc. was the lowest responsive bid.
- Vendor has a local distributor to assist with orders and delivery.
- Term is for two (2) years, with option to extend for three (3) additional one-year periods.
- Cart pricing for term: 32 gallon/\$36.08 each, 64 gallon/\$40.70 each, 96 gallon/\$48.00 each.
- Annual estimated expenditure for this contract is \$560,940.00, plus applicable taxes.
- Funding is budgeted in Solid Waste/Minor Equipment and Recycling/Minor Equipment.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☒ No

Specify changes required:

Known challenges/barriers:

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

03/09/2020

Date Rec'd

2/26/2020

Clerk's File #

OPR 2017-0140

Renews #**Submitting Dept**

SOLID WASTE DISPOSAL

Contact Name/Phone

CHRIS AVERYT 625-6540

Contact E-Mail

CAVERYT@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

4490 CONTRACT FOR LANDFILL GROUNDWATER MONITORING AND

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

RFQ 4304-16

Requisition #

CR 21489

Agenda Wording

Contract with CH2M Hill Engineers, Inc. for groundwater monitoring data analysis and report writing services for the Northside and Southside Landfills. The cost for 2020 is \$46,230.00 and the term will run from March 10, 2020 through March 9, 2021.

Summary (Background)

The City's Northside Landfill Open Municipal Solid Waste (MSW) Cell, the Northside Landfill Closed Cell, and the Southside Landfill Closed Cell each have unique groundwater monitoring plans as required by Chapter 18.220 RCW, WAC 173-351-400(2)(f), WAC 173-304 and the associated solid waste permits. CH2M was awarded the contract for these services based on RFQ 4304-16 in 2017 with the possibility of 4 one-year extensions. This is the third of those extensions.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 15,855.00

4530-44800-53748-54201

Expense \$ 18,415.00

4530-44850-53748-54201

Expense \$ 11,960.00

4530-45600-53748-54201

Select \$

#

Approvals**Dept Head**

CONKLIN, CHUCK

Division Director

SIMMONS, SCOTT M.

Finance

ALBIN-MOORE, ANGELA

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session**

PSCH 3/2/20

Other**Distribution List**

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

Additional Approvals**Purchasing**

PRINCE, THEA

tprince@spokanecity.org

rrinderle@spokanecity.org

caveryt@spokanecity.org

reuben.greer@jacobs.com

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Extension of Contract for Groundwater Monitoring and Reporting at the Northside and Southside Landfills
Date:	March 2, 2020
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org, Ext. 6540
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	Public Safety and Community Health / Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources-Sustainable Practices
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for groundwater monitoring and reporting to continue in 2020.
Background/History: The City's Northside Landfill Open Municipal Solid Waste (MSW) Cell, the Northside Landfill Closed Cell, and the Southside Landfill Closed Cell each have unique groundwater monitoring plans as required by Chapter 18.220 RCW, WAC 173-351-400(2)(f), WAC 173-304 and the associated solid waste permits. The City issued Request for Qualifications #4304-16 for Groundwater Monitoring Data Analysis and Report Writing Services in 2017. Responses were received from three firms, of which CH2M was deemed the most qualified respondent, and a contract was awarded for these services for \$64,221.00, with four (4) possible one (1) year extensions. This is the third of those extensions in the amount of \$46,230.00.	
Executive Summary: <ul style="list-style-type: none"> Extension #3 of 4 with cost to contract as specified in RFQ #4304-16. Extension term is March 10, 2020 to March 9, 2021. Data management and report writing services to include quarterly and annual reports for 2020. The cost of the contract for this extension is \$46,230.00 Reporting required for compliance with solid waste permits. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City of Spokane

**CONTRACT EXTENSION 3 of 4
WITH COST**

Title: **GROUNDWATER MONITORING DATA
ANALYSIS AND REPORTS**

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 **CH2M HILL ENGINEERS, INC.**, whose address is 999 West Riverside Avenue, Suite 500, Spokane, Washington 99201 as ("Consultant"), Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to perform Groundwater Monitoring Data Analysis and Report Writing for both the Northside and Southside Landfills; and

WHEREAS, the initial contract provided for 4 additional one-year extensions, with this being the 3rd of those extensions.

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

1. CONTRACT DOCUMENTS.

The Contract, dated March 3, 2017, 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 March 10, 2020.

3. EXTENSION.

The contract documents are hereby extended and shall run through March 9, 2021.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FORTY SIX THOUSAND TWO HUNDRED THIRTY AND NO/100 DOLLARS (\$46,230.00)** for everything furnished and done under this Contract Extension in accordance with CH2M Hill's February 5, 2020 Proposal.

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.

CH2M HILL ENGINEERS, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract Extension:

February 5, 2020 Proposal from CH2M Hill

20-039

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

03/09/2020

Date Rec'd

2/26/2020

Clerk's File #

OPR 2020-0261

Renews #**Submitting Dept**

SOLID WASTE DISPOSAL

Contact Name/Phone

CHRIS AVERYT 625-6540

Contact E-Mail

CAVERYT@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

4490 ON AND OFF-SITE AS-NEEDED PUMP REPAIRS AT THE WTE

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

PW ITB 5226-20

Requisition #

RE 19462

Agenda Wording

Contract with Industrial Support Services of Deer Park, WA, for on and off-site pump repairs and maintenance for the Waste to Energy Facility from March 15, 2020 through March 14, 2021 for a total cost not to exceed \$100,000.00 including tax.

Summary (Background)

The Waste to Energy Facility utilizes Sulzer Pumps in its operation of the facility to supply water to the boilers to be converted into high pressure steam. On Wednesday February 5, 2020 bidding closed on PW ITB 5226-20 for on and off-site repairs of these pumps and two responses were received. Industrial Support Services was the lowest cost, responsible bidder. The initial contract will be for one (1) year with the possibility of four (4) additional one-year periods.

Fiscal Impact

Grant related? NO

Public Works? YES

Budget Account

Expense \$ 100,000.00

4490-30210-37148-54803-34002

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

CONKLIN, CHUCK

Division Director

SIMMONS, SCOTT M.

Finance

ALBIN-MOORE, ANGELA

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session**

PSCH 3/2/20

Other**Distribution List**

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rrinderle@spokanecity.org

john@industrialsupportservice.com

Additional Approvals**Purchasing**

PRINCE, THEA

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract for On-Site and Off-Site "As-Needed" Pump Repairs at the WTE
Date:	March 2, 2020
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org, 625-6540
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	Public Safety and Community Health Committee/Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources: Maintaining our assets – Innovative Infrastructure: Managing our assets
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of contract in order to maintain operation of the Waste to Energy Facility's many pumps, without which the Facility would not be able to operate.

Background/History

The Waste to Energy Facility utilizes Sulzer Pumps in its operation of the facility to supply water to the boilers to be converted into high pressure steam. On Wednesday February 5, 2020 bidding closed on PW ITB 5226-20 for on and off-site repairs of these pumps and two responses were received. Industrial Support Services of Deer Park, WA was the lowest cost, responsible bidder.

The initial contract will be for one (1) year with the possibility of four (4) additional one-year periods and will span from March 15, 2020 to March 14, 2021 for an annual cost not to exceed \$100,000.00 including tax.

Executive Summary:

- Contract for on and off-site pump repairs and maintenance for the Waste to Energy Facility.
- Per PW ITB 5226-20 Industrial Support Services was the lowest cost, responsible bidder.
- The contract awarded will be for one (1) year with the possibility of four (4) additional one-year periods from Mar. 15, 2020 through Mar. 14, 2021.
- The annual cost of the contract not to exceed \$100,000.00 including tax.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Annual/Reoccurring expenditure? ☒ Yes ☐ No ☐ N/A

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



City of Spokane

PUBLIC WORKS CONTRACT

Title: **ON-SITE AND OFF-SITE "AS NEEDED" SERVICE OF SULZER BOILER FEED WATER PUMPS**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **INDUSTRIAL SUPPORT SERVICE, LLC**, whose address is 5579 West McKenzie Woolard Road, Deer Park, Washington 99006 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE/SCOPE OF WORK.**

The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled ON-SITE AND OFF-SITE "AS NEEDED" SERVICE OF SULZER BOILER FEED WATER PUMPS, selected via PW ITB 5226-20.

2. **CONTRACT DOCUMENTS.**

The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Solid Waste Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. **TERM.**

The term of this Contract begins on March 15, 2020, and ends on March 14, 2021, unless amended by written agreement or terminated earlier under the provisions.

4. **TERMINATION.**

Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

5. **COMPENSATION/PAYMENT.**

A. **COMPENSATION.** Total compensation for Contractor's services under this various use, as needed Contract shall be a maximum amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, excluding sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this under this various use, as needed Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

B. PAYMENT. The Contractor will send its applications for payment to the Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd, Spokane, Washington 99224. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.

6. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

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

8. RETAINAGE IN LIEU OF BOND.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

9. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

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

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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Contract; 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; and

D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

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

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars (\$600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.

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

15. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

17. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

18. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

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

21. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

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

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

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

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

26. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

27. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

28. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

29. KEY PERSONS. The Contractor shall not transfer or reassign any individual designated in this Contract as essential to the Work, nor shall those key persons, or employees of Contractor identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Contractor's employment, the Contractor shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Contractor from its obligations under this Contract.

INDUSTRIAL SUPPORT SERVICE, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:
Exhibit A - Scope of Work
Exhibit B – Certification Regarding Debarment

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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



INDUSUP-01

TDENISON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2020

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

PRODUCER Spokane Office PayneWest Insurance, Inc. 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	CONTACT NAME: PHONE (A/C, No, Ext): (509) 838-3501		FAX (A/C, No): (509) 838-3511
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Pioneer Specialty Insurance Company		40312
	INSURER B : Western National Mutual Insurance Co		15377
	INSURER C : Western National Assurance Company		24465
INSURED Industrial Support Service, LLC 5579 W McKenzie Woolard Road Deer Park, WA 99006-9499	INSURER D : Alaska National Insurance Company		38733
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

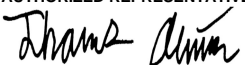
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		CPP 1130792 04	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 STOP GAP EMPLOY \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP 1128330 04	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		UMB 1021522 04	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ Aggregate \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	20A WU 10025	1/1/2020	1/1/2021	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Commercial Installat			CPP 1130794 04	12/31/2019	12/31/2020	At any one location 500,000
C	Commercial Installat			CPP 1130794 04	12/31/2019	12/31/2020	Deductible 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Western National Assurance Company: #24465 / AIX

City of Spokane is additional insured. Waiver of subrogation and primary non-contributory apply automatically when required by written contract

CERTIFICATE HOLDER

CANCELLATION

City of Spokane Solid Waste Disposal 2900 S Geiger Blvd. Spokane, WA 99224	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 
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTORS – OPERATIONS AND COMPLETED OPERATIONS – WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Additional Insured – Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

B. With respect to Additional Insured - Operations, coverage is limited as follows:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Additional Insured – Completed Operations

A. Section II – Who Is An Insured is amended to include as an additional insured:

- (1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- (2) Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

and included in the "products-completed operations hazard".

B. With respect to **Additional Insured – Completed Operations**, coverage is limited as follows:

- (1) A person or organization's status as an insured under Additional Insured – Completed Operations continues only for the period of time required by any written contract or agreement.
- (2) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

3. Primary and Noncontributory

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

4. Other Provisions Applicable to Additional Insured – Operations and Additional Insured – Completed Operations

- A. The Amendment of Insured Contract Definition (Endorsement CG 24 26) does not apply to an additional insured.
- B. The coverage provided under Paragraph f. of the definition of "insured contract" under **Section V – Definitions** does not apply to an additional insured under this endorsement unless required by a written contract or agreement.
- C. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance** :

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- (1) The minimum amount required by the contract or agreement; or
- (2) The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): PER WRITTEN CONTRACT OR AGREE- MENT WHERE YOU AGREED TO PRO- VIDE A SEPARATE GENERAL AGGRE- GATE LIMIT FOR EACH PROJECT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

- 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Bodily Injury And Property Damage Liability	
• Non Owned Watercraft Up To 50 Feet.....	2
Property Damage Liability	
• Elevators.....	3
• Fire, Lightning, Explosion Or Sprinkler Leakage Exception	3
• Borrowed Equipment (\$25,000 Per Occurrence, \$50,000 Aggregate, \$2,500 Deductible Per Occurrence	3
Supplementary Payments – Amended	
• Bail Bonds Up To \$5,000.....	3
• Loss of Earnings Up To \$500/Day	3
Who Is An Insured Amendments	
• Employee Bodily Injury To A Co-Employee	4
• Newly Formed Or Acquired Organizations For Up To 180 Days	4
• Blanket Additional Insured – Vendors – As Required By Contract	4
• Blanket Additional Insured – Lessor Of Leased Equipment	6
• Blanket Additional Insured – Managers Or Lessors Of Premises	6
• Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations	7
• Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises	8
Damage To Premises Rented To You – \$300,000.....	9
Medical Payments Increased Limit – \$10,000 Or Amount Shown on Declarations	9
Conditions	
• Knowledge of Occurrence, Offense, Claim Or Suit Amended	9
• Unintentional Failure To Disclose Hazards	9
• Waiver of Subrogation	10
Insured Contract Amended	10
Personal And Advertising Injury Redefined	
• Televised, Videotaped Or Electronic Publication	10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERAGES AMENDMENTS

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non Owned Aircraft Or Watercraft

Item 2. **Exclusions**, Paragraph **g**, is replaced by the following:

g. Aircraft, Auto Or Watercraft

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved in the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This Subparagraph (2) applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

- (3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft; or
- (5) “Bodily injury” or “property damage” arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f. (2)** or **f. (3)** of the definition of “mobile equipment”.

B. Damage To Property Coverage Extensions

Item 2. **Exclusions**, Paragraph **j**, is replaced by the following:

j. Damage To Property

“Property damage” to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;
- (2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;

- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**, the rules below fix the most we will pay for "property damage" under this provision:

- (1) \$25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";
- (2) \$50,000 annual aggregate; and
- (3) We will pay only for damages in excess of \$2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

C. Damage To Premises Rented To You

Item 2. **Exclusions**, the last paragraph is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

D. Personal And Advertising Injury

Item 2. **Exclusions** is amended by replacing Sub-paragraphs b. and c. with the following:

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

E. Supplementary Payments – Coverages A and B

Item 1. is amended by replacing Subparagraphs b. and d. with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED AMENDMENTS

A. Employee Bodily Injury To A Co-Employee

Paragraph 2. a. (1) is replaced by the following:

However, none of these “employees” or “volunteer workers” are insureds for “bodily injury” or “personal and advertising injury”:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of the co-“employee” or “volunteer worker” as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for “bodily injury” or “personal and advertising injury” to any co-“employee” or other “volunteer worker” arising out of and in the course of the co-“employee’s” or “volunteer worker’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-“employee” or other “volunteer worker”, is brought against you or a co-“employee” or a “volunteer worker”, we will reimburse the reasonable costs that you incur in providing a defense to the co-“employee” or “volunteer worker” against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

B. Newly Acquired Organizations

Paragraph 3. a. is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

The following are added:

C. Blanket Additional Insured – Vendors – As Required By Contract

- 1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

However,

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
 - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- 2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (4) or (6); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

3. This Provision C. does not apply:

- a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;
- b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or
- c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.

4. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

5. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

D. Blanket Additional Insured – Lessor Of Leased Equipment

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, executed prior to loss, that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance** :

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

E. Blanket Additional Insured – Managers Or Lessors Of Premises

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance** :

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance** :

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

4. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises

Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

- 1. This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
 - a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

- b. The construction, erection or removal of elevators; or
- c. The ownership, maintenance or use of any elevators covered by this insurance.

However,

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance :

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- a. The minimum amount required by the contract or agreement; or
- b. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

SECTION III – LIMITS OF INSURANCE AMENDMENTS

A. Damage To Premises Rented To You

Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:

- a. \$300,000; or
- b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

B. Medical Expense Limit

Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the greater of:
- a. \$10,000; or
 - b. The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

A. Knowledge Of Occurrence

Item 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended by adding the following:

- e. You must give us or our authorized representative prompt notice of an "occurrence", claim or loss only when the "occurrence", claim or loss is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation; or
 - (4) A member or manager, if you are a limited liability company.

B. Other Insurance

Item 4. **Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced by the following:

- (ii) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

C. Unintentional Failure To Disclose Hazards

Item 6. **Representations** is replaced by the following:

6. Representations And Unintentional Failure To Disclose Hazards

- a. By accepting this policy, you agree:
 - (1) The statements in the Declarations are accurate and complete;
 - (2) Those statements are based upon representations you made to us; and
 - (3) We have issued this policy in reliance upon your representations.
- b. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Waiver of Subrogation

Item **8. Transfer of Rights of Recovery Against Others to Us** is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

SECTION V – DEFINITIONS AMENDMENTS

A. Insured Contract Amended

Paragraph **9. a.** is replaced by the following:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

B. Personal And Advertising Injury Redefined

Paragraph **14. d.** and **e.** are replaced by the following:

- d.** Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service;
- e.** Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

The Business Auto Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Accidental Airbag Deployment Coverage	4
Auto Loan/Lease Gap Coverage	4
Blanket Additional Insured	2
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	3
Employee Hired Auto	2, 5
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	4
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	2
• Loss of Earnings up to \$500/Day	2
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	5

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**BUSINESS AUTO ENHANCEMENT ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS**A. Who Is An Insured**

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.
However, “insured” does not include any subsidiary of yours that is an “insured” under any other automobile liability policy, or would be an “insured” under such policy but for termination of such policy or the exhaustion on such policy’s limits of insurance.
- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:
 - (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
 - (2) does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization;
 - (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - (4) does not apply to an “insured” under any other automobile liability policy, or would be an “insured” under such a policy but for termination of such policy or the exhaustion of such policy’s limits of insurance.
- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

- g. Any “employee” of yours is an “insured” while operating a covered “auto” hired or rented under a contract or agreement in the “employee’s” name, with your permission, while performing duties related to the conduct of your business.

B. Blanket Additional Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c. is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an “insured” for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.

C. Liability Coverage Extensions – Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee, the following is added:

Co-Employee Reimbursement	Lawsuit	Defense	Cost
--------------------------------------	----------------	----------------	-------------

If a suit seeking damages for “bodily injury” to any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow “employee”, is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Transportation Expense – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1000 maximum.

B. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

C. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects

We will pay up to \$500 for “loss” to personal effects, which are:

- (1)** Owned by an “insured”; and
- (2)** In or on your covered “auto.”

This coverage applies only in the event of the total theft of your covered “auto.” No deductible applies to this coverage

D. Glass Repair – Deductible Waiver

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

E. Hired Auto Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

5. Hired Auto Physical Damage

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire of like kind and use, subject to the following:

- a.** The most we will pay for any one “loss” is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b.** The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. Any Comprehensive deductible does not apply to “loss” caused by fire or lightening;
- c.** Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d.** Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

F. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage, is amended by adding the following:

6. Rental Reimbursement

This coverage applies only to a covered “auto” of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type “auto” because of “loss” to a covered private passenger or light truck type “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type “auto.” No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
 - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type “auto” and return it to you; or
 - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred, or
 - (2) \$50 per day, up to a maximum of \$1,000.
- d. This coverage does not apply while there are spare or reserve private passenger or light truck type “autos” available to you for your operations.
- e. If “loss” results from the total theft of a covered “auto” of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

G. Accidental Airbag Deployment Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE,

A. Coverage is amended by adding the following:

7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered “auto” for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered “auto”.

This coverage is excess over any other collectible insurance or reimbursement by manufacturer’s warranty.

H. Auto Loan/Lease Gap Coverage

SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage, is amended by adding the following:

8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered “auto” described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total “loss” to a covered “auto” described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto” less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the “loss”;
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

This condition applies only when the “accident” or “loss” is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the “loss”.

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, paragraph **b.** is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be a covered “autos” you own:

- (1) Any covered “auto” you lease, hire, rent or borrow.
- (2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.



Agenda Sheet for City Council Meeting of:
03/09/2020

<u>Date Rec'd</u>	2/27/2020
<u>Clerk's File #</u>	ORD C35896
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	FLEET OPERATIONS
<u>Contact Name/Phone</u>	DAVID PAINE 6256878
<u>Contact E-Mail</u>	DPAINE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	5100-SBO FLEET OPERATIONS

Agenda Wording

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane.

Summary (Background)

The City's Fleet Services Department is an Internal Service fund responsible for the repair and maintenance of the City's Fleet. Fleet has performed various analyses and would like to assist in purchasing 14 hybrids for SPD. The initial cost of the hybrid K8 is more than the internal combustion engine K8. Using the Fleet Replacement Fund, SPD will be able to purchase the 14 vehicles planned for and an additional unplanned vehicle. Sponsored by Council Member Kinnear.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Revenue \$ 108,000		# 5110-71700
Expense \$ 108,000		# 5110-71700-94000-56404
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	PAINE, DAVID	<u>Study Session</u> 3/2/20
<u>Division Director</u>	KEGLEY, DANIEL	<u>Other</u>
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	mmartinez, dpaine
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>		
<u>BUDGET</u>	INGIOSI, PAUL	

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Works, Fleet Services
Subject:	SBO from Fleet Replacement to Fleet Replacement Capital Outlay
Date:	March 2, 2020
Author (email & phone):	David Paine dpaine@spokanecity.org 625-7823
City Council Sponsor:	
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, “An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The City's Fleet Services Department is an Internal Service fund responsible for the repair and maintenance of the City's Fleet. Fleet has performed various analyses and would like to assist in purchasing 14 hybrids for SPD. The initial cost of the hybrid K8 is more than the internal combustion engine K8. Using the Fleet Replacement Fund, SPD will be able to purchase the 14 vehicles planned for and an additional unplanned vehicle. <u>Action</u> <ul style="list-style-type: none"> We recommend approval of an SBO. <u>Funding</u> <ul style="list-style-type: none"> Funding is available in the Fleet Replacement Budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

ORDINANCE NO C35896

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C-35857, as above entitled, and which passed the City Council December 16, 2019, it is necessary to make changes in the appropriations of the Fleet Replacement 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 Fleet Replacement Fund, and the budget annexed thereto with reference to the Fleet Replacement Fund, the following changes be made:

FROM:	5110-71700	Fleet Replacement Undesignated Reserves	<u>\$ 108,000</u>
TO:	5110-71700 94000-56404	Fleet Replacement Capital Outlay - Vehicles	<u>\$ 108,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the increased costs in replacing vehicles with Hybrids and adding an additional vehicle to their fleet that was unplanned, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

03/09/2020

Date Rec'd

12/17/2019

Clerk's File #

ORD C35879

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

KAREN STRATTON 625-6291

Project #**Contact E-Mail**

KSTRATTON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 - AMENDMENT OF WEST QUADRANT TIF DISTRICT EXPIRATION AND PROJECT LIST

Agenda Wording

An ordinance amending ordinance No. C34032 in order to revise the description of the public improvements, extend the apportionment period, amend the intergovernmental agreement, and providing for other matters properly related thereto.

Summary (Background)

This ordinance extends the West Quadrant TIF expiration date to 2047 in order to allow the TIF district to capture property value increases that did not occur during the "Great Recession." At the same time, the project list connected to the WQTIF is amended to direct the share of the TIF revenue generated by the Kendall Yards development directly to specific projects located within a portion of the West Central neighborhood. The related intergovernmental agreement is also amended accordingly.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ TBD - revenues diverted from GF # various

Select \$ #

Select \$ #

Select \$ #

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

MCCLATCHEY, BRIAN

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

UD Comm., 12-9-2019

Finance

HUGHES, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

ORDINANCE NO. C35879

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, AMENDING ORDINANCE NO. C34032 IN ORDER TO REVISE THE DESCRIPTION OF THE PUBLIC IMPROVEMENTS; EXTEND THE APPORTIONMENT PERIOD; AMEND THE INTERGOVERNMENTAL AGREEMENT; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

**CITY OF SPOKANE
Spokane County, Washington**

**INCREMENT AREA NO. 2007-1
(West Quadrant Increment Area)**

THE CITY OF SPOKANE DOES ORDAIN;

WHEREAS, the City of Spokane, Spokane County, Washington, (the “City”), is a first-class charter city duly incorporated and operating under the laws of the state of Washington (the “State”) and the City Charter;

WHEREAS, the City is authorized by chapter 39.89 RCW (the “Act”) to establish an Increment Area within the boundaries of the City and to finance public improvements using community revitalization financing to encourage private development within such Increment Area;

WHEREAS, the City Council (the “Council”), by Ordinance No. C34032, formed an Increment Area designated as the “West Quadrant Increment Area” (the “Increment Area”) to encourage private development and further approved a Reimbursement Agreement with a developer;

WHEREAS, a copy of Ordinance No. C34032 is attached hereto and incorporated herein as Exhibit “A” and shall remain in full force and effect except as amended below;

WHEREAS, the Council by Ordinance No. C34758 adopted on August 8, 2011, approved the Amended and Restated Reimbursement Agreement with a successor developer, which Amended and Restated Reimbursement Agreement will expire by its terms on December 31, 2032;

WHEREAS, the Council now desires to amend the description of the Public Improvements, extend the Apportionment Period, and amend the Intergovernmental Agreement to provide for a dedicated source of revenue to fully or partially fund construction of Public Improvements by the City within the West Central Area (defined herein) upon the expiration of the Amended and Restated Reimbursement Agreement;

NOW, THEREFORE, IT IS FURTHER ORDAINED as follows:

Section 1. Definitions. Capitalized terms used in this Ordinance shall have the meanings given to them in Ordinance No. C34032, and if not defined therein, shall have the meanings given to them in chapter 39.89 RCW.

Section 2. Amendment to Section 2 of Ordinance No. C34032. Section 2 of Ordinance No. C34032 is hereby amended to provide as follows:

Section 2. Description of Plan for Public Improvements. It is the intention of the City that certain public improvements, including but not limited to those Public Improvements which are generally described below, be constructed and installed within the Increment Area:

(a) Publicly-owned street and road improvements, including: approximately 40,000 linear feet of streets and curbs; striping and signage; utility sleeves or similar facilities that will serve publicly owned utilities; approximately 14,000 linear feet of street landscaping (including trees and irrigation improvements); traffic signals; and improvements to Maple Street and Monroe Street, with an estimated cost of \$5,188,489.

(b) Publicly-owned water system improvements, including approximately: 15,060 lineal feet of water mains (including valves and fittings); 158 domestic water service lines (to the extent such lines are in the public domain); 158 building fire service lines (to the extent such lines are in the public domain); and 43 fire hydrants, with an estimated cost of \$2,382,300; provided fixtures and appurtenances required to connect private development to the public water system shall not be considered Kendall Yards Sub-Area Public Improvements.

(c) Publicly-owned sewer system improvements, including approximately: 1,800 lineal feet of sanitary sewer interceptors (including pipe in diameters of up to 72 inches); 15,060 lineal feet of sanitary sewer mains; 158 sanitary sewer service lines (to the extent such lines are in the public domain); and 60 sanitary sewer manholes, with an estimated cost of \$3,602,600; provided fixtures and appurtenances required to connect private development to the publicly owned sewer system shall not be considered Kendall Yards Sub-Area Public Improvements.

(d) Publicly-owned storm water and drainage management systems, including: approximately 18,031 lineal feet of storm sewer pipe; approximately 75 storm sewer manholes; approximately 151 storm water catch basins; approximately 26 Type 2 drywells; drainage swales (including landscaping for such swales); and storm water treatment vaults, with an estimated cost of \$4,416,205; provided, infrastructure and appurtenances required to address on-site storm water requirements shall not be considered Kendall Yards Sub-Area Public Improvements.

(e) Publicly-owned sidewalks, including street furnishings installed along the sidewalk (e.g., benches, trash receptacles, bicycle racks and planter pots), with an estimated cost of \$8,050,000. The parties shall address responsibility for maintenance of street furnishings installed along the sidewalk (other than benches and bicycle racks) in a separate agreement to the extent such street furnishings are to be Kendall Yards Sub-Area Public Improvements.

(f) Streetlights, with an estimated cost of \$1,970,000.

(g) Publicly-owned park facilities and recreational area improvements, including: an extension of the Centennial Trail extending approximately 7,300 lineal feet (with an approximately 20-foot wide drivable surface and an additional 10' of landscape planting and/or re-vegetation); approximately eight (8) public riverfront plazas/parks (each of which is projected to be approximately 6,000 square feet in area); and improvements to the trail and landscaping in the existing Veterans Park at the intertie with the Centennial Trail, with an estimated cost of \$5,263,162.

(h) Site preparation for the aforementioned improvements, including demolition, excavating, grading, installing temporary erosion control improvements, with estimated costs of \$7,200,000.

(i) Designing, engineering, planning and permitting for the aforementioned improvements, with estimated costs of \$4,650,000; provided, the Public Improvement Costs relating to designing, engineering, planning, and permitting the Kendall Yards Sub-Area Public Improvements shall comply with Public Works Laws relating to the design, engineering, and permitting of the same and shall be limited to ten percent (10%) of the total Public Improvement Cost of the Kendall Yards Sub-Area Public Improvements, and any design, engineering, planning and permitting costs in excess of said ten percent (10%) limitation shall not be considered "Public Improvement Costs" for purposes of this Reimbursement Agreement.

~~(j) ((Publicly-owned streetscape improvements related to West Central Neighborhood, Comprehensive Plan West Broadway Neighborhood Center; Broadway, Ash to Chestnut, 4 blocks, including decorative concrete or paver sidewalks, trees, period lighting, permanent street furniture, bike and pedestrian infrastructure, underground utilities, median construction and infrastructure for future streetcar route, with an estimated cost of \$2,500,000.))~~The Neighborhood Public Improvements shall be those as defined by RCW 39.89.020(4). In the event Chapter 39.89 RCW is amended to include affordable housing as a public improvement that may be financed with tax allocation revenues, the Neighborhood Public Improvements may also include affordable housing.

~~(((k) —Publicly-owned intersection improvements related to Emerson Garfield and West Central Neighborhoods, Comprehensive Plan Monroe Corridor; Cora to Boone, 6-10, including NW Blvd, Boone, and others to be identified in N Monroe community design process (gateway locations): bumpouts, pavement treatment, trees, lighting, underground utilities as needed and feasible, pedestrian amenities, with an estimated cost of \$3,000,000.~~

~~(l) — Publicly-owned traffic-calming improvements on Elm, Cannon, and Chestnut 3 blocks, Bridge to Dean, including trees, crosswalk treatments, street furniture, lighting, bike and pedestrian infrastructure and improvements, with an estimated cost of \$900,000.~~

~~(m) — Publicly-owned streetscape intersection enhancements related to West Central Neighborhood, Comprehensive Plan Maxwell & Elm Employment Center; Chestnut to Maple, 5 blocks, on Sinto including sidewalks, bumpouts, trees and crosswalk treatments, with an estimated cost of \$1,500,000.~~

~~(n) — Demolition and reconstruction related to Riverside Neighborhood; Post Street Bridge for pedestrians, with an estimated \$750,000 towards total cost.~~

~~(o) — Publicly-owned streetscape improvements related to Riverside Neighborhood, Comprehensive Plan Regional Center; Bridge Street, Monroe to Post 1 block, including enhancements, lighting and street furniture, with an estimated cost of \$300,000.~~

~~(p) — Publicly-owned infrastructure improvements related to Riverside Neighborhood; Potential Bridge Street public market incubator site, but limited to upgrade of water and sewer to current commercial and industrial standards, and underground utilities where appropriate, with an estimated \$500,000 towards total cost.~~

~~(q) — Publicly-owned infrastructure improvements related to West Central Neighborhood, Maxwell & Elm Employment Center; incubator site(s), but limited to upgrade of water and sewer to current commercial and industrial standards, with an estimated \$750,000 towards total cost.~~

~~(r) — Publicly-owned Streetscape enhancements for West Central Neighborhood; Broadway to Nora, Maple and Ash, 4-6 blocks, including sidewalks, bumpouts, trees, crosswalk treatment, and benches/bus shelters, with an estimated cost of \$1,800,000.~~

~~(s) — Publicly-owned north bank trail enhancements for Riverside Neighborhood; Centennial Trail at Monroe Street Bridge, with an estimated cost of \$175,000.~~

~~(t) — Publicly-owned streetscape improvements for Riverside Neighborhood; Monroe to Central, Broadway to Mallon 4-6 blocks, including trees, crosswalk treatments, street furniture, lighting, bike and pedestrian infrastructure and improvements and underground utilities where appropriate, with estimated cost of \$1,800,000.~~

~~(u) — Publicly-owned streetscape and infrastructure improvements related to Riverside Neighborhood; Howard to Washington, N. River Bank to Dean, 2 blocks, including upgrade of water and sewer to current commercial and industrial standards, underground utilities where needed and as feasible, with an estimated \$850,000 towards total cost.~~

~~(v) — Public access to West Central Neighborhood, Lower Crossing, including parking, bike, pedestrian, and trail enhancements, with an estimated cost of \$750,000.~~

~~(x) — Crossover reconfiguration analysis and engineering Riverside, Lincoln-Monroe, with an estimated cost of \$175,000.))~~

(k) Publicly-owned parking facilities, including surface parking lots, street parking improvements, covered parking facilities and/or multiple-floor parking facilities, adjacent to the campus of the County Courthouse, with an estimated cost of \$5,000,000.

(l) Publicly-owned sidewalks, including street furnishings installed along the sidewalk (e.g., benches, trash receptacles, bicycle racks and planter pots), adjacent to the campus of the County Courthouse, with an estimated cost of \$200,000.

(m) Street lights, adjacent to the campus of the County Courthouse, with an estimated cost of \$100,000.

(n) Publicly-owned park/recreational facilities, including pocket parks and public plazas (each of which is projected to be approximately 6,000 square feet in area), adjacent to the campus of the County Courthouse, with an estimated cost of \$100,000.

The public improvements described in paragraphs (a) through (i) are hereinafter referred to as the “Kendall Yards Sub-Area Public Improvements,” the public improvements described in paragraphs (j) ~~((through (w)))~~ are hereinafter referred to as the “Neighborhood Public Improvements” and the public improvements described in paragraphs ~~(x)~~(k) through ~~(aa)~~(n) are hereinafter referred to as the “County Public Improvements.” All components and portions of the Kendall Yards Sub-Area Public Improvements shall be constructed and installed in accordance with the maps, plans, and specifications to be approved by the City.

Section 3. Amendment to Section 5 of Ordinance No. C34032. Section 5 of Ordinance No. C34032 is hereby amended to provide as follows:

“Section 5. Apportionment Period. The apportionment of Regular Property Taxes shall begin as of January 1, 2008, the calendar year following the enactment of this Ordinance. The City estimates that the apportionment of Regular Property Taxes pursuant to RCW 39.89.070 shall continue until the earlier of: (1) such time as the Incremental Revenues are no longer necessary or obligated to pay Public Improvement Costs; or (2) December 31, ~~((2032))~~ 2047. Provided, all Pledged Tax Allocation Revenues (as that term is defined in the Amended and Restated Reimbursement Agreement by and between the City of Spokane and North Gorge Residential Partners, LLC, dated August 22, 2011) collected from the Kendall Yards Sub-Area from January 1, 2033 up to and including December 31, 2047 shall be applied to pay for Neighborhood Public Improvements within the West Central Neighborhood, being that area of the Increment Area south of Maxwell Street, west of Monroe Street, excluding any land located in the Kendall Yards Sub-Area.

Section 4. Amendment to Section 9. of Ordinance No. C34032. Section 9 of Ordinance No. C34032 is hereby amended to provide as follows:

Section 9. ~~((Ratification of Prior Approval of))~~ Amendment to Intergovernmental Agreement. ~~((Under the County Resolution, the County has executed and delivered the Intergovernmental Agreement and agreed to the proposed Increment Area and the use of community revitalization financing by the City to finance the Public Improvements and encourage private development within the Increment Area as contemplated under RCW 39.89.030(4) and 39.89.050(1). The Council hereby ratifies and confirms its prior authorization and approval of the Intergovernmental Agreement pursuant to OPR 07-399 approved and executed on May 14, 2007 and the execution and delivery the Intergovernmental Agreement, as approved and in the form attached hereto as **Exhibit C**, by the Authorized Representative.))~~ The Council hereby authorizes and approves the First Amendment of Intergovernmental Agreement Between the City of Spokane, Washington and Spokane County, Washington Authorizing Community Revitalization Financing in Connection With the West Quadrant Increment Area in substantially the form presented to the Council in connection with the consideration of this Ordinance, and attached hereto as **Exhibit A**, with any nonmaterial changes thereto that one or more of the Authorized Representatives shall deem appropriate and in the interest of the City. The Council hereby further authorizes and directs any Authorized Representative to finalize, execute and deliver such Amended Intergovernmental Agreement.

Section 5. Referendum. This Ordinance is subject to the Referendum procedure specified in Section 83 of the City Charter.

Section 6. Ratification. All actions not inconsistent with the provisions of this Ordinance heretofore taken by the Council and the Council's employees in connection with the improvements to the Increment Area are hereby and in all respects ratified, approved and confirmed.

PASSED and ENACTED by the City of Spokane, Spokane County, Washington, on January __, 2020.

CITY OF SPOKANE
Spokane County, Washington.

Ben Stuckart, Council President

David Condon, Mayor

ATTEST:

Terri L. Pfister, City Clerk

(S E A L)

Effective Date

Approved As To Form:

Assistant City Attorney

CERTIFICATION

Terri L. Pfister, the City Clerk of the City of Spokane, Spokane County, Washington, hereby certifies that the foregoing Ordinance is a full, true, and correct copy of an Ordinance duly passed and adopted at a regular meeting of the City Council of the City of Spokane, duly and regularly held at the regular meeting place thereof on January __, 2020, of which meeting all members of such Council had due notice and at which a majority thereof was present; and that at such meeting such Ordinance was adopted by the following vote:

AYES, and in favor thereof, Council members:

NAYS, Council members:

ABSENT, Council members:

ABSTAIN, Council members:

I further certify that I have carefully compared the same with the original Ordinance on file and of record in my office; that such Ordinance is a full, true, and correct copy of the original Ordinance adopted at such meeting; and that such Ordinance has not been amended, modified, or rescinded since the date of its adoption, and is now in full force and effect

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of such City on January __, 2020.

CITY OF SPOKANE, WASHINGTON

Terri L. Pfister, City Clerk

(S E A L)

Exhibit “A”

Copy of Ordinance C34032

**FIRST AMENDMENT OF INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SPOKANE, WASHINGTON AND SPOKANE COUNTY, WASHINGTON
AUTHORIZING COMMUNITY REVITALIZATION FINANCING IN CONNECTION
WITH THE WEST QUADRANT INCREMENT AREA**

This First Amendment (the “Amendment”) is made and entered into as of the dates set forth below, by the CITY OF SPOKANE, WASHINGTON (the “City”), and SPOKANE COUNTY, WASHINGTON (the “County”), hereinafter referred to as the “Parties.”

RECITALS

WHEREAS, the Parties previously entered into an agreement titled “Intergovernmental Agreement Between the City of Spokane, Washington and Spokane County, Washington Authorizing Community Revitalization Financing in Connection with the West Quadrant Increment Area,” a copy of which is attached hereto as Exhibit “A” (the “Agreement”);

WHEREAS, the Parties wish to amend the Agreement by extending its duration through December 31, 2047;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and the benefits to be realized by each party and by the general public from the creation of the Increment Area, the City and the County agree as follows:

1. Agreement. The Intergovernmental Agreement Between the City of Spokane, Washington and Spokane County, Washington Authorizing Community Revitalization Financing in Connection with the West Quadrant Increment Area, a copy of which is attached as Exhibit “A”, and any previous amendment 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 (the “Agreement”).

2. Extension. Section 4 of the Agreement is amended as follows:

4. Chapter 39.34 RCW Required Provisions.

(a) *Purpose*. See Section 1 above.

(b) *Duration*. This Agreement shall continue until the earlier of: (i) such time as the tax allocation revenues (as defined in RCW 39.89.020(8)) are no longer necessary or obligated to pay the costs of any of the public improvements as set forth in Section 2 of the City Ordinance, as amended by Ordinance _____; or (ii) December 31, ~~((2032))~~2047.

(c) *Organization of Separate Entity and Its Powers*. See Section 3 above. No separate legal entity is necessary in conjunction with 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, The County shall file this Agreement with the County Auditor or alternatively list the Agreement on the County's website.

(f) *Financing.* See Section 2 above.

(g) *Termination.* This Agreement may not be terminated any earlier than as provided in paragraph (b) above.

(h) *Property Upon Termination.* Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of this Agreement.

5. Severability. If any provision of this Amendment shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions of this Amendment, but this Amendment shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

6. Counterpart. The parties may sign this Amendment in one or more counterparts hereto and each counterpart shall be treated as an original.

7. Binding Effect. Both parties have full power and authority to execute and deliver this Amendment and to perform their respective obligations under this Amendment. This Amendment constitutes a valid and binding obligation of the County and the City and is enforceable in accordance with its provisions.

8. Governing Law. This Amendment shall be construed in accordance with and governed by the laws of the State.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed the Agreement and it shall be effective as of the last date of execution below.

Executed this ____ day of January, 2020, by:

CITY OF SPOKANE
Spokane County, Washington

David Condon, Mayor

ATTEST:

Approved as to form:

Terri L. Pfister, City Clerk

Assistant City Attorney

(SEAL)

Executed this ____ day of _____, 20____, by:

SPOKANE COUNTY, WASHINGTON

Mary L. Kuney, Chair

Al French, Vice Chair

Josh Kerns, Commissioner

ATTEST:

Ginna Vasquez, Clerk to the Board of
County Commissioners

(S E A L)

[Signature Page to Intergovernmental Cooperation Agreement]

Exhibit “A”

Copy of Intergovernmental Agreement Between the City of Spokane, Washington and Spokane County, Washington Authorizing Community Revitalization Financing in Connection With the West Quadrant Increment Area

ORDINANCE NO. C34032

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESIGNATING AN INCREMENT AREA WITHIN ITS BOUNDARIES; DESCRIBING THE PUBLIC IMPROVEMENTS PROPOSED TO BE FINANCED IN WHOLE OR IN PART WITH THE USE OF COMMUNITY REVITALIZATION FINANCING; DESCRIBING THE BOUNDARIES OF THE INCREMENT AREA; ESTIMATING THE COST OF PUBLIC IMPROVEMENTS AND THE PORTION TO BE FINANCED USING COMMUNITY REVITALIZATION FINANCING; ESTIMATING THE TIME DURING WHICH REGULAR PROPERTY TAXES ARE TO BE APPORTIONED; PROVIDING THE DATE WHEN APPORTIONMENT OF THE REGULAR PROPERTY TAXES WILL COMMENCE; MAKING FINDINGS CONCERNING THE FINANCING OF PUBLIC IMPROVEMENTS USING COMMUNITY REVITALIZATION FINANCING; AUTHORIZING AND APPROVING A REIMBURSEMENT AGREEMENT AND AN INTERGOVERNMENTAL AGREEMENT; DESIGNATING AN AUTHORIZED REPRESENTATIVE; DECLARING AN URGENCY AND EMERGENCY; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

**CITY OF SPOKANE
Spokane County, Washington**

**INCREMENT AREA NO. 2007-1
(West Quadrant Increment Area)**

THE CITY OF SPOKANE DOES ORDAIN:

WHEREAS, the City of Spokane, Spokane County, Washington, (the "City") is a first class charter City duly incorporated and operating under the laws of the State of Washington and the Charter of the City;

WHEREAS, the City is authorized by Chapter 39.89 RCW (the "Act") to establish an Increment Area within the boundaries of the City and to finance public improvements using community revitalization financing to encourage private development within said Increment Area;

WHEREAS, the City Council (the "Council") desires to form an Increment Area, to be designated as the "West Quadrant Increment Area" (the "Increment Area" as defined below) to encourage private development; and

WHEREAS, the Council finds that the construction of certain public improvements within the Increment Area will encourage private development and increase the fair market value of real property within the Increment Area; and

WHEREAS, the proposed plan for public improvements must be consistent with the county-wide planning policy adopted by Spokane County, Washington (the "County") and with the City's Comprehensive Plan and development regulations adopted under the Growth Management Act; and

WHEREAS, the Act requires that the City enter into written agreements with taxing districts within the Increment Area approving the use of community revitalization financing; and

WHEREAS, pursuant to RCW 39.89.030(4) and RCW 39.89.050(1), the County adopted Resolution No. 2007-0393 on May 8, 2007 (the "County Resolution"), authorizing the execution and delivery of an Intergovernmental Agreement for the West Quadrant Increment Area (the "Intergovernmental Agreement") approving of and agreeing to the use of community revitalization financing, and has now executed and delivered the Intergovernmental Agreement; and

WHEREAS, the Act requires that the City hold a public hearing on the proposed financing of the public improvements within an Increment Area in whole or in part using community revitalization financing; and

WHEREAS, pursuant to Resolution No. 2007-0044 adopted by the City Council on April 30, 2007, the City caused to be published on May 4, 2007, such date being at least ten (10) days before the public hearing, notice in The Spokesman Review, a legal newspaper of general circulation within the proposed Increment Area, setting forth the date, time, and place of the Council's public hearing on this Ordinance, and further caused such notice to be posted in at least six (6) conspicuous public places located in the proposed Increment Area; and

WHEREAS, pursuant to RCW 39.89.030 the City may finance the public improvements within the Increment Area; and

WHEREAS, the City anticipates constructing certain public improvement within the Increment Area and using community revitalization financing to finance a portion of the costs of such public improvements (the "Neighborhood Public Improvements"); and

WHEREAS, pursuant to the Intergovernmental Agreement, the City and the County have agreed that certain public improvements within the Increment Area will be constructed by or at the direction of the County (the "County Public Improvements") and that a portion of the costs of the County Public Improvements will be financed through the use of community revitalization financing; and

WHEREAS, pursuant to the Intergovernmental Agreement, the City and the County have agreed that Incremental Revenues (as defined below) generated within the Increment Area but outside of the Kendall Yards Sub-Area shall be used to finance a portion of the costs of the Neighborhood Public Improvements and the County Public Improvements; and

WHEREAS, the City has received a proposal from Kendall Yards Development, Inc. (the "Developer") requesting that the City finance a portion of the costs of certain public improvements through community revitalization financing in connection with development by

the Developer of residential and commercial improvements on property located within that portion of the Increment Area that is within the Kendall Yards Sub-Area (as defined below); and

WHEREAS, the Developer and the City have negotiated the terms of a Reimbursement Agreement (the "Reimbursement Agreement") between the Developer and the City, under which the Developer agrees to, among other things, finance and construct certain public improvements that are located within the Kendall Yards Sub-Area of the Increment Area (the "Kendall Yards PUD Public Improvements") and the City agrees to reimburse the Developer for all or a portion of the eligible costs of such public improvements with Incremental Revenues (as defined below) generated within the Kendall Yards Sub-Area located within the Increment Area, subject to receipt of such revenues and the satisfaction of the terms and conditions set forth in the Reimbursement Agreement; and

WHEREAS, the Council desires to authorize and approve the Reimbursement Agreement, the Intergovernmental Agreement (collectively, the "Agreements") and to designate the Mayor, the Chief Operating Officer, the Chief Financial Officer or their designee as the authorized representative (the "Authorized Representative") to execute such Agreements;

NOW, THEREFORE, IT IS FURTHER ORDAINED as follows:

Section 1. Definitions. In addition to those terms defined in the Recitals above, as used in this Ordinance, the following terms have the meanings provided in this section.

"Increment Area" shall mean the Increment Area as that term is defined by RCW 39.89.020(9) and shall refer to the West Quadrant Increment Area established by this Ordinance, a description of which is attached as Schedule 1 to Exhibit A hereto.

"Incremental Revenues" shall mean those Tax Allocation Revenues as that term is defined by RCW 39.89.020(8) that are received by the City and available to finance the Public Improvements.

"Kendall Yards Sub-Area" shall mean that area within the Increment Area that is generally bounded by Monroe Street on the east, Ide Avenue and Ohio Avenue on the south, Summit Boulevard on the west and Bridge Avenue and College Avenue on the north, a description of which is attached as Schedule 2 to Exhibit A hereto.

"Public Improvement Costs" has the meaning specified for such phrase in RCW 39.89.020(5).

"Public Improvements" has the meaning specific for such phrase in RCW 39.89.020(4) and shall include those public improvements described in Section 2 of this Ordinance as the Kendall Yards Sub-Area Public Improvements, the Neighborhood Public Improvements and the County Public Improvements.

Capitalized terms used in this Ordinance that are not defined above shall have the meaning given to such terms in Chapter 39.89 RCW.

Section 2. Description of Plan for Public Improvements. It is the intention of the City that certain public improvements, including but not limited to those Public Improvements which are generally described below, be constructed and installed within the Increment Area:

(a) Publicly-owned street and road improvements, including: approximately 40,000 linear feet of streets and curbs; striping and signage; utility sleeves or similar facilities that will serve publicly owned utilities; approximately 14,000 linear feet of street landscaping (including trees and irrigation improvements); traffic signals; and improvements to Maple Street and Monroe Street, with an estimated cost of \$5,188,489.

(b) Publicly-owned water system improvements, including approximately: 15,060 lineal feet of water mains (including valves and fittings); 158 domestic water service lines (to the extent such lines are in the public domain); 158 building fire service lines (to the extent such lines are in the public domain); and 43 fire hydrants, with an estimated cost of \$2,382,300; provided fixtures and appurtenances required to connect private development to the public water system shall not be considered Kendall Yards Sub-Area Public Improvements.

(c) Publicly-owned sewer system improvements, including approximately: 1,800 lineal feet of sanitary sewer interceptors (including pipe in diameters of up to 72 inches); 15,060 lineal feet of sanitary sewer mains; 158 sanitary sewer service lines (to the extent such lines are in the public domain); and 60 sanitary sewer manholes, with an estimated cost of \$3,602,600; provided fixtures and appurtenances required to connect private development to the publicly owned sewer system shall not be considered Kendall Yards Sub-Area Public Improvements.

(d) Publicly-owned storm water and drainage management systems, including: approximately 18,031 lineal feet of storm sewer pipe; approximately 75 storm sewer manholes; approximately 151 storm water catch basins; approximately 26 Type 2 drywells; drainage swales (including landscaping for such swales); and storm water treatment vaults, with an estimated cost of \$4,416,205; provided, infrastructure and appurtenances required to address on-site storm water requirements shall not be considered Kendall Yards Sub-Area Public Improvements.

(e) Publicly-owned sidewalks, including street furnishings installed along the sidewalk (*e.g.*, benches, trash receptacles, bicycle racks and planter pots), with an estimated cost of \$8,050,000. The parties shall address responsibility for maintenance of street furnishings installed along the sidewalk (other than benches and bicycle racks) in a separate agreement to the extent such street furnishings are to be Kendall Yards Sub-Area Public Improvements.

(f) Streetlights, with an estimated cost of \$1,970,000.

(g) Publicly-owned park facilities and recreational area improvements, including: an extension of the Centennial Trail extending approximately 7,300 lineal feet (with an approximately 20-foot wide drivable surface and an additional 10' of landscape planting and/or re-vegetation); approximately eight (8) public riverfront plazas/parks

(each of which is projected to be approximately 6,000 square feet in area); and improvements to the trail and landscaping in the existing Veterans Park at the intertie with the Centennial Trail, with an estimated cost of \$5,263,162.

(h) Site preparation for the aforementioned improvements, including demolition, excavating, grading, installing temporary erosion control improvements, with estimated costs of \$7,200,000.

(i) Designing, engineering, planning and permitting for the aforementioned improvements, with estimated costs of \$4,650,000; provided, the Public Improvement Costs relating to designing, engineering, planning, and permitting the Kendall Yards Sub-Area Public Improvements shall comply with Public Works Laws relating to the design, engineering, and permitting of the same and shall be limited to ten percent (10%) of the total Public Improvement Cost of the Kendall Yards Sub-Area Public Improvements, and any design, engineering, planning and permitting costs in excess of said ten percent (10%) limitation shall not be considered "Public Improvement Costs" for purposes of this Reimbursement Agreement.

(j) Publicly-owned streetscape improvements related to West Central Neighborhood, Comprehensive Plan West Broadway Neighborhood Center; Broadway, Ash to Chestnut, 4 blocks, including decorative concrete or paver sidewalks, trees, period lighting, permanent street furniture, bike and pedestrian infrastructure, underground utilities, median construction and infrastructure for future streetcar route, with an estimated cost of \$2,500,000.

(k) Publicly-owned intersection improvements related to Emerson Garfield and West Central Neighborhoods, Comprehensive Plan Monroe Corridor; Cora to Boone, 6-10, including NW Blvd, Boone, and others to be identified in N Monroe community design process (gateway locations): bumpouts, pavement treatment, trees, lighting, underground utilities as needed and feasible, pedestrian amenities, with an estimated cost of \$3,000,000.

(l) Publicly-owned traffic calming improvements on Elm, Cannon, and Chestnut 3 blocks, Bridge to Dean, including trees, crosswalk treatments, street furniture, lighting, bike and pedestrian infrastructure and improvements, with an estimated cost of \$900,000.

(m) Publicly-owned streetscape intersection enhancements related to West Central Neighborhood, Comprehensive Plan Maxwell & Elm Employment Center; Chestnut to Maple, 5 blocks, on Sinto including sidewalks, bumpouts, trees and crosswalk treatments, with an estimated cost of \$1,500,000.

(n) Demolition and reconstruction related to Riverside Neighborhood; Post Street Bridge for pedestrians, with an estimated \$750,000 towards total cost.

(o) Publicly-owned streetscape improvements related to Riverside Neighborhood, Comprehensive Plan Regional Center; Bridge Street, Monroe to Post 1

block, including enhancements, lighting and street furniture, with an estimated cost of \$300,000.

(p) Publicly-owned infrastructure improvements related to Riverside Neighborhood; Potential Bridge Street public market incubator site, but limited to upgrade of water and sewer to current commercial and industrial standards, and underground utilities where appropriate, with an estimated \$500,000 towards total cost.

(q) Publicly-owned infrastructure improvements related to West Central Neighborhood, Maxwell & Elm Employment Center; incubator site(s), but limited to upgrade of water and sewer to current commercial and industrial standards, with an estimated \$750,000 towards total cost.

(r) Publicly-owned Streetscape enhancements for West Central Neighborhood; Broadway to Nora, Maple and Ash, 4-6 blocks, including sidewalks, bumpouts, trees, crosswalk treatment, and benches/bus shelters, with an estimated cost of \$1,800,000.

(s) Publicly-owned north bank trail enhancements for Riverside Neighborhood; Centennial Trail at Monroe Street Bridge, with an estimated cost of \$175,000.

(t) Publicly-owned streetscape improvements for Riverside Neighborhood; Monroe to Central, Broadway to Mallon 4-6 blocks, including trees, crosswalk treatments, street furniture, lighting, bike and pedestrian infrastructure and improvements and underground utilities where appropriate, with estimated cost of \$1,800,000.

(u) Publicly-owned streetscape and infrastructure improvements related to Riverside Neighborhood; Howard to Washington, N. River Bank to Dean, 2 blocks, including upgrade of water and sewer to current commercial and industrial standards, underground utilities where needed and as feasible, with an estimated \$850,000 towards total cost.

(v) Public access to West Central Neighborhood, Lower Crossing, including parking, bike, pedestrian, and trail enhancements, with an estimated cost of \$750,000.

(w) Crossover reconfiguration analysis and engineering Riverside, Lincoln-Monroe, with an estimated cost of \$175,000.

(x) Publicly-owned parking facilities, including surface parking lots, street parking improvements, covered parking facilities and/or multiple-floor parking facilities, adjacent to the campus of the County Courthouse, with an estimated cost of \$5,000,000.

(y) Publicly-owned sidewalks, including street furnishings installed along the sidewalk (e.g., benches, trash receptacles, bicycle racks and planter pots), adjacent to the campus of the County Courthouse, with an estimated cost of \$200,000.

(z) Street lights, adjacent to the campus of the County Courthouse, with an estimated cost of \$100,000.

(aa) Publicly-owned park/recreational facilities, including pocket parks and public plazas (each of which is projected to be approximately 6,000 square feet in area), adjacent to the campus of the County Courthouse, with an estimated cost of \$100,000.

The public improvements described in paragraphs (a) through (i) are hereinafter referred to as the “Kendall Yards Sub-Area Public Improvements,” the public improvements described in paragraphs (j) through (w) are hereinafter referred to as the “Neighborhood Public Improvements” and the public improvements described in paragraphs (x) through (aa) are hereinafter referred to as the “County Public Improvements.” All components and portions of the Kendall Yards Sub-Area Public Improvements shall be constructed and installed in accordance with the maps, plans, and specifications to be approved by the City.

Section 3. Estimated Cost. Public Improvement Costs shall include, without limitation but only to the extent permitted by the Act, the cost of design, planning, acquisition, site preparation, construction, improvement and installation of the Public Improvements, together with the following ancillary costs:

- (a) the costs of relocating utilities as a result of the Public Improvements;
- (b) the costs of financing, including interest during construction, legal and other professional services, taxes, insurance, principal and interest costs on indebtedness incurred by the Developer and the County to finance public improvements, and any costs incurred by the City in connection with obligations incurred by the City in financing the Public Improvements;
- (c) the costs incurred by the Spokane County Assessor (the “Assessor”) to:
 - (i) revalue real property for the purpose of determining the tax allocation base value that is in excess of costs incurred by the Assessor in accordance with the revaluation plan under Chapter 84.41 RCW; and
 - (ii) the costs of apportioning the taxes and complying with applicable law; and
- (d) other administrative costs reasonably necessary and related to these costs, including such costs incurred prior to the adoption of this Ordinance.

The total estimated Public Improvement Costs for the Public Improvements that may be financed using community revitalization financing is hereby declared to be approximately Sixty Three Million Eight Hundred Seventy Two Thousand Seven Hundred and Fifty Six and No/100 Dollars (\$63,872,756.00). The City estimates that only a portion of such estimated Public Improvement Costs will be financed using community revitalization financing. The amount of such Public Improvement Costs financed using community revitalization financing shall be limited to and subject to the terms and conditions of the Reimbursement Agreement and the Intergovernmental Agreement.

Section 4. Increment Area Boundaries. The boundaries of the Increment Area are set forth in Schedule 1 to **Exhibit A**, attached hereto and incorporated herein by reference.

Section 5. Apportionment Period. The apportionment of Regular Property Taxes shall begin as of January 1, 2008, the calendar year following the enactment of this Ordinance. The City estimates that the apportionment of Regular Property Taxes pursuant to RCW 39.89.070 shall continue until the earlier of: (1) such time as the Incremental Revenues are no longer necessary or obligated to pay Public Improvement Costs; or (2) December 31, 2032.

Section 6. Tax Allocation Revenue. The City shall use Incremental Revenues to pay Public Improvement Costs, including but not limited to amounts used to pay for Neighborhood Public Improvements and amounts payable under the Reimbursement Agreement and the Intergovernmental Agreement. Provided, the potential use of Community Development Block Grant funds as referenced in the City's notices pursuant to the Act shall be limited to Neighborhood Public Improvements, as defined herein, and no such funds shall be available or used to pay for Kendall Yards Sub-Area Public Improvements or County Public Improvements.

Section 7. Community Revitalization Financing. Pursuant to RCW 39.89.030, the City may finance the Public Improvement Costs in whole or in part using Incremental Revenues. Incremental Revenues will be applied to Public Improvement Costs only in accordance with this Ordinance and pursuant to the terms and conditions set forth in the Reimbursement Agreement and the Intergovernmental Agreement.

Section 7.1. Advisory Board. The Council hereby directs the Authorized Representatives to prepare a proposal for consideration by Council to establish an advisory board to provide oversight and direction with respect to the financing, construction and priority of Neighborhood Public Improvements. Such proposal shall be provided to Council for consideration within thirty (30) days of the effective date of this Ordinance.

Section 8. Reimbursement Agreement. The Council hereby authorizes and approves the Reimbursement Agreement in substantially the form presented to the Council in connection with its consideration of this Ordinance, and attached hereto as **Exhibit B**, with any nonmaterial changes thereto that one or more of the Authorized Representatives shall deem appropriate and in the interest of the City. The Council hereby further authorizes and directs the Authorized Representative to finalize, execute and deliver said Reimbursement Agreement.

Section 9. Ratification of Prior Approval of Intergovernmental Agreement. Under the County Resolution, the County has executed and delivered the Intergovernmental Agreement and agreed to the proposed Increment Area and the use of community revitalization financing by the City to finance the Public Improvements and encourage private development within the Increment Area as contemplated under RCW 39.89.030(4) and 39.89.050(1). The Council hereby ratifies and confirms its prior authorization and approval of the Intergovernmental Agreement pursuant to OPR 07-399 approved and executed on May 14, 2007 and the execution and delivery the Intergovernmental Agreement, as approved and in the form attached hereto as **Exhibit C**, by the Authorized Representative.

Section 10. Findings. The Council hereby makes the following findings:

(a) That the Public Improvements are expected to encourage private development within the Increment Area and to increase the fair market value of real property within the Increment Area.

(b) That the private development that is anticipated to occur within the Increment Area as a result of the Public Improvements will be consistent with the countywide planning policy adopted by the County under RCW 36.70A.210 and the City's Comprehensive Plan and the development regulations adopted under Chapter 36.70A RCW.

(c) That the expenditures for the Public Improvements represent necessary and legitimate expenses of the City for public improvements and public improvement costs.

(d) That the taxing districts, in the aggregate, that levy at least seventy-five percent of the regular property tax within which the Increment Area is located have approved of and agreed to the use of community revitalization financing for the Public Improvements, as contemplated by RCW 39.89.030(4) and 39.89.050(1).

(e) That the Increment Area does not include any fire protection districts or any portions thereof.

(f) That this Ordinance satisfies all conditions of RCW 39.89.030.

Section 11. Referendum. This Ordinance is subject to the Referendum procedure specified in Section 83 of the Charter of the City.

Section 12. Effective Date. The Council hereby finds and determines that the creation of the Increment Area at this time will benefit the City due to the current state of public and private improvements within the proposed Increment Area boundaries. In making such finding and determination, the Council has given consideration to the purposes of the Act and the potential for economic development as a result of the formation of the Increment Area. In order to maximize future economic development within the Increment Area and the Incremental Revenues generated within the Increment Area to finance the Public Improvements it is essential to proceed immediately with the formation of the Increment Area and to enter into the Reimbursement Agreement and the Intergovernmental Agreement in connection therewith. Based upon said facts, an emergency and urgency is declared and found to exist as necessary for the immediate support of City government and its existing public institutions. Based upon said emergency and urgency, this Ordinance shall be effective immediately upon its passage.

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PASSED and ENACTED by the City of Spokane, Spokane County, Washington, on May 14, 2007.

CITY OF SPOKANE
Spokane County, Washington.



Joe Shogan
Joe Shogan, Council President

Dennis Hession 5/21/07
Dennis Hession, Mayor

RECEIVED
05.21.07
CITY CLERK'S OFFICE
SPOKANE, WA

ATTEST:

Terri L. Pfister
Terri L. Pfister
City Clerk

05.14.07
EFFECTIVE DATE

Approved As To Form:

James Richman
James Richman, Assistant City Attorney

CERTIFICATION

Terri L. Pfister, the Clerk of the City of Spokane, Spokane County, Washington, hereby certifies that the foregoing Ordinance is a full, true, and correct copy of an Ordinance duly passed and adopted at a regular meeting of the City Council of the City of Spokane, duly and regularly held at the regular meeting place thereof on May 14, 2007 of which meeting all members of said Council had due notice and at which a majority thereof was present; and that at said meeting said Ordinance was adopted by the following vote:

AYES, and in favor thereof, Council members:

6

(Council President Shogan, Council Members Crow, French, McLaughlin, Stark and Verner)

NAYS, Council members:

1

(Council Member Apple voting "NO")

ABSENT, Council members:

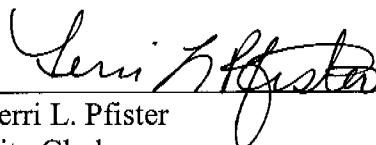
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ABSTAIN, Council members:

0

I further certify that I have carefully compared the same with the original Ordinance on file and of record in my office; that said Ordinance is a full, true, and correct copy of the original Ordinance adopted at said meeting; and that said Ordinance has not been amended, modified, or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of said City on May 29, 2007.



Terri L. Pfister
City Clerk

