

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Fifteenth** Updated Proclamation **20-28.15**, dated **January 19, 2021**, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted in Phase 3 regions consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below.

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on **June 28, 2021**.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at **<https://my.spokanecity.org/citycable5/live>**, or by calling **1-408-418-9388** and entering the access code **146 396 3105** for the 3:30 p.m. Briefing Session or **187 861 7403** for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

To participate in virtual public comment:

Sign up to give testimony at **<https://forms.gle/RtciKb2tju6322BB7>**. You must sign up in order to be called on to testify. The form will be **open at 5:00 p.m. on Monday, June 28, 2021, and will close at 6:00 p.m.** At 6:00 p.m., you will call in to the meeting using the information above. When it is your turn to testify, Council President will call your name and direct you to hit *3 on your phone to ask to be unmuted. The system will alert you when you have been unmuted and you can begin giving your testimony. When you are done, you will need to hit *3 again.

To participate in Open Forum:

Open Forum will take place at the end of the City Council Legislative Session unless the meeting lasts past 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: **<https://forms.gle/WtfGZ3HqQuXCipcX9>**. The form will **open at 5:00 p.m. on Monday, June 28, and will close at 6:00 p.m.** Instructions for participating are available on the form. 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 of interest not relating to 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.

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

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

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

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

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

- A. At each meeting, after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 pm, which may be extended by motion.
- B. At the beginning of the open forum session, staff will collect the sign-up sheet(s) and deliver them to the Chair. The order of the speakers and the appropriate time limits for the speakers will be determined at the discretion of the Chair. Each speaker shall be limited to no more than three minutes.
- C. No action, other than a statement of Councilmembers' intent to address the matter in the future, points of order, or points of information will be taken by Council members during an 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 included on that week's current agenda or the next week's 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.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- 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 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding the following items on the Council's legislative agenda: first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely 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. Council members must be recognized by the Chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting 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, shall refrain from remarks directed personally to any Council Member, 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's Policy Director 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 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.16(A), with those exceptions stated in Rule 2.17(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. 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 solely 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 at the discretion of the Council President:
 - 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 may 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 may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
 - 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 thereto 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, JULY 12, 2021

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**

LAND ACKNOWLEDGEMENT

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021
via Resolution 2021-0019

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. Set Hearing before City Council for Monday, July 19, 2021, on validated Initiative 2021-2 petitions filed on behalf of Jennifer Thomas, petitioner, regarding Charter Amendment adopting the Spokane Cleaner Energy Protection Act.
Terri Pfister | Approve | LGL 2021-0022 |
| 2. Consulting Contract with HDR Inc. to provide future flows forecast to determine future capital facility need for the update of the Water System Plan beginning June 21, 2021, and ending December 31, 2021—\$230,000. (Council Sponsor: Council President Beggs)(Deferred from June 14, 2021, Agenda)
Marcia Davis | Approve | OPR 2021-0373
ENG 2021080 |
| 3. Four-year Value Blanket Order Renewal with Neptune Technology Group (Tallahassee, AL) for Neptune Water Meters, Registers, and Parts—estimated cost of \$2,300,000 (incl. tax.) (Council Sponsor: Council President Beggs)
Steve Burns | Approve | OPR 2020-0466
BID 5278-20 |
| 4. Low Bid of LaRiviere, Inc. (Rathdrum, ID) for Hoffman Well Rehabilitation—\$2,407,635 (plus tax). An administrative reserve of \$240,763.50 (plus tax), which | Approve | OPR 2021-0446
ENG 2018104 |

is 10% of the contract price, will be set aside. (Bemiss Neighborhood) (Council Sponsor: Council President Beggs)

Dan Buller

- | | | | |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------|
| 5. | Contract with Shamrock Paving, Inc. (Spokane, WA) for on-call paving services on an as-needed basis—not to exceed \$250,000 annually (excl. tax). (Council Sponsors: Council President Beggs and Council Member Cathcart) | Approve | OPR 2021-0447
BID 5349-21 |
| Steve Burns | | | |
| 6. | Contract Addendum with Rule Steel Tanks, Inc (Caldwell, ID) to purchase additional metal refuse and recycling containers for the West Plains Annexation—estimated expenditure \$200,000 (incl. tax). (Council Sponsor: Council President Beggs) | Approve | OPR 2017-0260
BID 4319-17 |
| Dustin Bender | | | |
| 7. | Contract Amendment with Big Belly Solar, LLC (Needham, MA) to lease an additional twelve receptacles in the downtown area—annual estimated expenditure is \$26,352, with a one-time fee of \$9,251, (plus tax). (Council Sponsor: Council Member Wilkerson) | Approve | OPR 2018-0028
BID 4417-17 |
| Dustin Bender | | | |
| 8. | Contract with AssetWorks, LLC (Wayne, PA) for hardware updates to the Broadway Fuel Wash facility to upgrade ICUs that are running on outdated Windows platform; This technology investment is necessary to ensure full functionality of the facility in the future—\$107,988.87 (incl. tax). (Council Sponsor: Council Member Wilkerson) | Approve | OPR 2021-0448 |
| Rick Giddings | | | |
| 9. | Master Contracts with: | Approve
All | |
| | a. Industrial Welding Co. Inc. (Spokane, WA) for On-Call Miscellaneous Welding/Fabrication Services, to include Hydraulic Cylinder Repair, and Machine Shop Services-As Needed from September 1, 2021 through July 31, 2026—annual estimated cost \$250,000 (incl. tax). | | OPR 2021-0449
RFP 5453-21 |
| | b. MFG Precision, Spokane, WA for On-Call Miscellaneous Welding/Fabrication Services, to include Hydraulic Cylinder Repair, and Machine Shop Services-As Needed from September 1, 2021 through July 31, 2026—annual estimated cost \$150,000 (incl. tax). | | OPR 2021-0450
RFP 5453-21 |
- (Council Sponsor: Council President Beggs)
- Rick Giddings**

- | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|---------------------------------|
| 10. Multiple Family Housing Property Tax Exemption Agreement with The Imperial Apts., LLC for the conversion of an existing motel into 92 studio apartments at 120 West 3rd Avenue, Parcel Numbers 35191.1215 and 35191.1216. (Council Sponsor: Council Member Kinnear)
Ali Brast | Approve | OPR 2021-0451 |
| 11. Recommendation to list the Hunter-Brodrecht House, 529 West Cleveland Ave, on the Spokane Register of Historic Places.
Megan Duvall | Approve | OPR 2021-0452 |
| 12. Contract with Cochran Inc. for installation of low voltage cabling for new Field Engineering location—\$59,717.52 (incl. tax). (Council Sponsor: Council Member Kinnear)
Michael Sloon | Approve | OPR 2021-0453
PW ITB 5465-21 |
| 13. Report of the Mayor of pending: | Approve &
Authorize
Payments | CPR 2021-0002 |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2021, 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_____, 2021: \$_____. | | CPR 2021-0003 |
| 14. City Council Meeting Minutes: _____, 2021. | Approve
All | CPR 2021-0013 |

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)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C36070

General Fund

(1)Transfer \$315,000 in Engineering Services salary and benefit savings to other improvements.

(A)\$315,000 of the salary and benefit savings are from the following vacant positions: Clerk III; Engineering Tech III; Engineering Tech IV; Public Works Journey Level Inspector; and, Public Works Lead Inspector. Budget authority is transferred to the "other improvements" expense type solely for additional costs associated with the Engineering Field Office relocation and remodel project.

(This action provides funds for additional costs associated with the Engineering Field Office relocation and remodel project.)(Council Sponsor: Council President Beggs)

Kyle Twohig

- ORD C36071** **General Fund**
(1)Increase appropriation by \$200,000.
(A)\$200,000 of the appropriation from the City's Contingency Reserve is provided to the Engineering Services department solely for the purpose of emergency work related to the Clark Avenue landslide.
- (This action budgets funds for necessary operation expenses related to the emergency situation created by the Clark Ave Landslide.) (Council Sponsor: Council President Beggs)
Kyle Twohig
- ORD C36072** **WWTP Funds, Stormwater and Sewer Maintenance Funds**
FROM: Various Accounts, \$185,851;
TO: Various Accounts, same amount.
- (This action allows for reclassifying a vacant City Engineer position and creates two positions including an Education Coordinator and a Clerk II.)(Council Sponsor: Council Member Wilkerson)
Raylene Gennett
- ORD C36073** **Criminal Justice Assistance Fund**
(1)Increase appropriation by \$72,000.
(A)\$72,000 of the appropriation from the Criminal Justice Assistance Fund unappropriated fund balance is transferred to the Probation Services department.
General Fund
(2)Increase appropriation by \$72,000.
(A)Approximately \$61,500 of the appropriation transferred from the Criminal Justice Assistance Fund to the Probation Services department is provided solely for the purpose of creating one Probation Officer II position (from 0 to 1 position), funding salary and benefits.
(B)The remaining \$10,500 of the appropriation transferred from the Criminal Justice Assistance Fund to the Probation Services department is provided solely for equipment and training related to the Probation Officer II position.
- (This action adds one Probation Officer II position in response to increased demand on the electronic monitoring program.) (Council Sponsor: Council Member Wilkerson)
Mike Ormsby
- ORD C36074** **General Fund**
FROM: Community & Economic Development, Various accounts, \$26,104;
TO: Community & Economic Development, Contractual Services, same amount.
- (This action allows for funding the recruitment efforts of the Community and Economic Development Division Director.)(Council Sponsor: Council Member Wilkerson)
Raylene Gennett

ORD C36075 **Asset Management Capital Fund**
(A)Increase appropriation by \$410,067.
(B)Of the increased appropriation, \$410,067 is provided from Asset Management Capital Fund unappropriated reserves, specifically from the proceeds of the sale of the Normandie Complex. Of this amount, \$330,067 is intended for Crime Prevention Through Environmental Design (CPTED), and \$80,000 is intended for art/culture capital investments. Facilities Department anticipates utilizing an estimated \$200,000 for the CPTED and security improvements planned at the City-owned Intermodal Center.

(This action allows for making CPTED and safety improvements at the City-owned Intermodal Center.) (Council Sponsor: Council Member Kinneary)

Paul Ingiosi

ORD C36076 **General Fund**
FROM: Unappropriated Reserves, \$500,000;
TO: Operating Transfer Out-Code Enforcement, same amount.

and

Code Enforcement Fund
FROM: Transfer from General Fund, \$500,000;
TO: Temporary/Seasonal, same amount.

(This action funds temporary/seasonal staff to support litter control, downtown maintenance, unlawful encampment abatement, and graffiti abatement.)(Council Sponsor: Council Member Wilkerson)

Kris Becker

EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

ORD C36077 **Improving the standards for the City's efforts to help unhoused and vulnerable people; amending sections 18.05.010, 18.05.020, and 18.05.030 of the Spokane Municipal Code; and declaring an emergency. (Council Sponsor: Council President Beggs)**

Council President Beggs

ORD C36078 **Imposing an immediate moratorium on the consideration of impact fee exemptions; setting a public hearing for August 16, 2021; establishing a work program; and declaring an emergency. (Council Sponsor: Council President Beggs)**

Council President Beggs

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2021-0054 **Requesting revisions to the current draft Downtown Plan for filing and consideration on Council's Legislative Agenda. (Council Sponsor: Council Member Kinneary) (Deferred from June 28, 2021, Agenda)**

Nathan Gwinn

- RES 2021-0055 Providing for the sale of surplus city property located at 1927 East Dalton and 2912 East Wabash. (Council Sponsor: Council Member Mumm)
Dave Steele
- RES 2021-0056 Resolution setting hearing before the City Council for August 16, 2021 for the vacation of Linton & West Streets between Clarke and Riverside in Peaceful Valley, as requested by Richard Palmer. (Council Sponsor: Council Member Kinnear)
Eldon Brown
- RES 2021-0057 City-County Joint Resolution authorizing the Airport Board to sell property identified as a portion of Spokane County Assessor Parcel 25295.9050, comprised of approximately 65.806 acres of land located generally at the south side of U.S. Highway 2, west of South Spotted Road in the City. (Council Sponsor: Council President Beggs)
Larry Krauter
- RES 2021-0058 City-County Joint Resolution in the matter of authorizing the Spokane Airport Board to execute an Addendum to the Purchase and Sale Agreement with West Plains Development, LLC for property located on a portion of Spokane County Assessor Tax Parcel No. 25295.9050, comprising of approximately 65.806 acres and 3.72 acres of land at Spokane International Airport. (Council Sponsor: Council President Beggs)
Larry Krauter
- RES 2021-0059 City-County Joint Resolution in the matter of authorizing the Spokane Airport Board to sell property located on a portion of Spokane County Assessor Parcel 25335.9056 and Spokane County Assessor Tax Parcel 25335.9009, comprising of approximately 1.07 acres of land at the Spokane International Airport. (Council Sponsor: Council President Beggs)
Larry Krauter

NO FINAL READING ORDINANCES

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for July 12, 2021
(per Council Rule 2.1.2)

OPEN FORUM

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will open at 5:00 p.m. on Monday, (Month Day), and will close at 6:00 p.m. Instructions for participating are available on the form. 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 of interest not relating to 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.

ADJOURNMENT

The July 12, 2021, Regular Legislative Session of the City Council is adjourned to July 19, 2021.

NOTES

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

07/12/2021

Date Rec'd

6/30/2021

Clerk's File #

LGL 2021-0022

Renews #**Submitting Dept**

CITY CLERK

Cross Ref #

INIT 2021-2

Contact Name/Phone

TERRI PFISTER 625-6354

Project #**Contact E-Mail**

TPFISTER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Report Item

Requisition #**Agenda Item Name**

0260 - SET HEARING ON VALIDATED INIT 2021-2 PETITION SIGNATURES

Agenda Wording

Set Hearing before City Council for Monday, July 19, 2021, on validated Initiative 2021-2 petitions filed on behalf of Jennifer Thomas, petitioner, regarding Charter Amendment adopting the Spokane Cleaner Energy Protection Act.

Summary (Background)

At its meeting held Monday, June 21, 2021, the City Council requested the validation of signatures on Initiative 2021-2 petitions. In order to be placed on the November 2, 2021, ballot, 3,477 validated signatures are required. A certificate with a breakdown of the validation process was received by the City Clerk's Office on June 29, 2021. The Certificate reflects that the Spokane County Elections Office examined 6,110 signatures of which 3,654 were valid. This constitutes 5.255 percent of the

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

PFISTER, TERRI

Study Session\Other**Division Director****Council Sponsor****Finance**

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

mpiccolo@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

jennifer4spokane@gmail.com

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

votes cast at the last general municipal election held November 5, 2019. Following the hearing, pursuant to SMC 2.02.100 and Section 82 of the City Charter, the City Council adopts a resolution to place the measure on the ballot at the next available election.

Fiscal Impact

Select \$

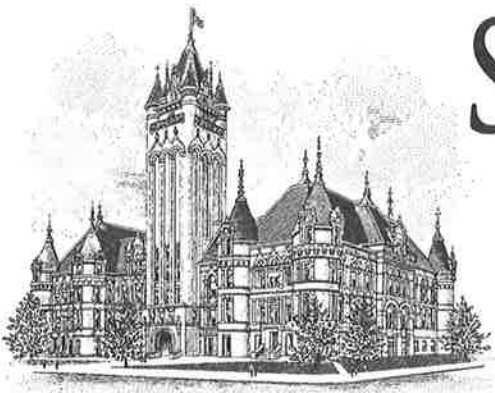
Select \$

Budget Account

#

#

Distribution List

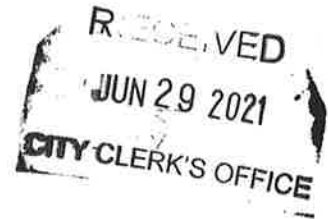


SPOKANE COUNTY COURT HOUSE

SPOKANE COUNTY

ELECTIONS DEPARTMENT

1033 W. Gardner Ave., Spokane, WA 99260-0025
(509) 477-2320 • Fax (509) 477-6607 • TDD: (509) 477-2333



STATE OF WASHINGTON)

)

ss.

CERTIFICATE

County of Spokane)

The Spokane County Elections Department does hereby certify that the following is a true and correct recapitulation of the results of the verification of signatures submitted by the City of Spokane on June 23, 2021 (Pages 1 – 351) in the matter of:

Initiative No. 2021-2 petitions filed by or on behalf of Jennifer Thomas.

The required number of valid signatures to equal 5% of the number of registered voters who voted in the last General Municipal Election in the City of Spokane is 3,477.

The Spokane County Elections Office examined 6,110 signatures, of which 3,654 were approved and 2,456 were not approved.

SPOKANE COUNTY ELECTIONS DEPARTMENT

County Auditor

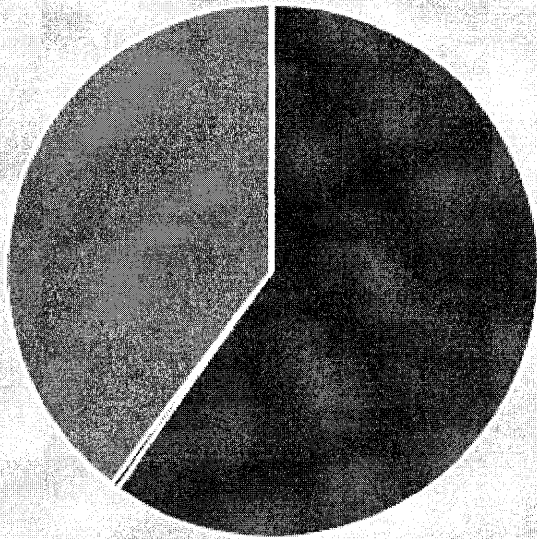
ATTEST:

Mike McLaughlin – Elections Manager

June 29, 2021

cc: File

Sampled Signature Rows



6,110 Total Sampled Signature Rows

<div></div>	Verified	3,654	59.8 %
<div></div>	Rejected	28	0.5 %
<div></div>	Flagged	2,428	39.7 %
<div></div>	Pending	0	0.0 %

WARNING

Every person who signs this petition with any other than his or her true name, knowingly signs more than one of these petitions, signs this petition when he or she is not a legal voter, or makes any false statement on this petition may be punished by fine or imprisonment.

RECEIVED

JUN 07 2021

000001

INITIATIVE PETITION TO THE CITIZENS OF THE CITY OF SPOKANE

INITIATIVE NO. 2021 - 2

CITY CLERK'S OFFICE

We, the undersigned citizens and legal voters of the City of Spokane, Washington, respectfully direct that this proposed City Charter amendment, known as Initiative No. 2021- 2, a full, true and correct copy of which is printed herein, be submitted to the electors of the City of Spokane for their approval or rejection at the next available special or general municipal election. The proposed City Charter amendment shall appear as the following proposition:

BALLOT TITLE

CHARTER AMENDMENT ADOPTING THE SPOKANE CLEANER ENERGY PROTECTION ACT

Shall the Spokane City Charter be amended to adopt the Spokane Cleaner Energy Protection Act – preventing the City from adopting any code, ordinance, or regulation that would prohibit the use of hydroelectric power or natural gas?

☐ YES
☐ NO

Each of us for himself or herself says: I have personally signed this petition; I am a legal voter of the City of Spokane; my residence address is correctly stated; and I have knowingly signed this petition only once.

(The full text of the proposed City Charter amendment is printed on the reverse side of this page)

PETITIONER'S SIGNATURE (in dark ink and as shown on the signer's voter registration)	PRINTED NAME (legibly in dark ink)	ADDRESS WHERE REGISTERED TO VOTE			
		Street Address	City	State	Zip
1.	James V Grisham	809 W Nora Ave	Spokane	WA	99205
2.	Leah C Volesky	3812 E Cleveland Ave	Spokane	WA	99217
3.	Edward P Libbards	1614 S. Tupper St	Spokane	WA	99203
4.	GAIL Partridge	1504 W. Shannon	Spokane	WA	99205
5.	Rosemary Hard	204 W Euclid	Spokane	WA	99205
6.	Clarence Onel	3927 W. Prairie Dr	Spokane	WA	99217
7.	Susan Beal	423 W. Gordon	Spokane	WA	99205
8.	Charles Maguire	410 E N. Stevens	Spokane	WA	99205
9.	Patricia Allen	527 W Euclid	Spokane	WA	99205
10.	Lonnie Lunsford	704 E Nora	Spokane	WA	99207
11.	Rachel Pettell	228 W. Canton	Spokane	WA	99205
12.	Charles Loyd	3324 N. Lacey St	Spokane	WA	99217
13.	ERIC GINN	511 E. Mission	Spokane	WA	99202
14.	Erica Jensen	4003 N. Magnolia	Spokane	WA	99207
15.	Michelle Cortez	519 E Fairview	Spokane	WA	99207
16.	Polly Liebe	553 E Fairview	Spokane	WA	99207
17.	Cindy S Blot	1815 E. Rowan	Spokane	WA	99207
18.	Linda Green	707 E. Rich	Spokane	WA	99207
19.	Carrie Carson	1223 W. Frederick	Spokane	WA	99203
20.	K. Lowman	6126 N. Calispel	Spokane	WA	99205

Petitioner: Jennifer Thomas, 1633 E. Rockwell Ave., Spokane, WA 99207 (509)808-8879
Signature-gathering firm: Grassfire, 2660 NE Hwy 20, Suite 610 #315 Bend, OR 97701 (503) 433-1504 flair@staff.grassfire.us
City Business Registration No. 604745473-001-0001

SUMMARY OF THE MEASURE

THE LAW AS IT CURRENTLY EXISTS:

The City Charter currently does not address use of hydroelectric power or natural gas.

THE EFFECT OF THE PROPOSAL, IF APPROVED:

This measure creates a new Article III, Section 21.7, and will amend the City Charter to adopt the same - the Spokane Cleaner Energy Protection Act. This Charter change prevents the City from adopting any code, ordinance, or regulation that would prohibit or have the effect of prohibiting the use of hydroelectric power or natural gas by the City or its residents and businesses.

I, Will Wright, swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a gross misdemeanor, such violations being punishable by fine or imprisonment or both. (Signature)

Date) 05/29/21

CHARTER AMENDMENT ADOPTING THE SPOKANE CLEANER ENERGY PROTECTION ACT

WHEREAS, the citizens of the City of Spokane recognize the need for clean energy and dependable sources of power for its citizens and businesses; and

WHEREAS, the citizens of Spokane expect the City to permit abundant hydroelectric power and natural gas to be purchased and used by the citizens and businesses of Spokane; and

WHEREAS, the carbon emissions from both hydroelectric power and natural gas are substantially less than coal fired power plants; and

WHEREAS, the citizens of the City of Spokane want to encourage cleaner sources of energy; and

WHEREAS, the citizens desire dependable power that can provide for the needs of all citizens and businesses as our country transitions away from carbon-based energy.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SPOKANE HEREBY ORDAIN:

Section 1. Article III of the City Charter of the City of Spokane shall be amended to adding a new section 21.7 to read as follows:

Section 21.7 – Spokane Cleaner Energy Protection Act

- A. The City of Spokane may not enact any code, ordinance, or regulation that would prohibit or have the effect of prohibiting, or to otherwise regulate in a manner that would prohibit or have the effect of prohibiting:
1. a hydroelectric utility or company, an electrical company, or a natural gas company or a utility, or a public or municipal utility from furnishing utility service to a utility customer; or
 2. a customer of an energy company, a public or municipal utility, or a department of public or municipal utilities from:
 - a. purchasing;
 - b. using; or
 - c. connecting or reconnecting to; a utility service; based on the energy source of the utility service being hydroelectric power or natural gas.
- B. The City of Spokane shall not prohibit the sale, installation, or use of any of the following:
1. Natural gas-powered home heating equipment.
 2. Natural gas-powered home appliances.
 3. Grills, stoves, and other food preparation appliances designed to be used outdoors.
 4. Natural gas powered:
 - a. heating appliances and furnaces to heat swimming pools; and
 - b. torches, lamps, and other decorative features; designed to be used outdoors.

Section 2. Severability. If any provision of this charter amendment or its application to any person or circumstance is held invalid, the remainder of the amendment or the application of the provision to other persons or circumstances is not affected.

Section 3. Submission to the Voters. This City Charter amendment ordinance shall be submitted to the voters of the City of Spokane for their approval or rejection at the next applicable election under Section 82 of the Spokane City Charter.

Section 4. Effective Date. This Charter amendment, if approved by the voters, shall take effect and be in full force upon the issuance of the certificate of election by the Spokane County Auditor's Office.

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

06/14/2021

<u>Date Rec'd</u>	6/3/2021
<u>Clerk's File #</u>	OPR 2021-0373
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2021080
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	INTEGRATED CAPITAL MANAGEMENT
<u>Contact Name/Phone</u>	MARCIA DAVIS 625-6398
<u>Contact E-Mail</u>	MDAVIS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4250 - HDR FUTURE FLOWS FOR WATER AND SEWER

Agenda Wording

Consulting contract with HDR Inc. to provide future flows forecast to determine future capital facility need for the update of the Water System Plan (WSP).

Summary (Background)

Future water demand must be forecasted to determine future capital facility needs for the update of the Water System Plan (WSP) and the 20-year facility plans. In addition, future sewer base flows must be forecasted to determine future capital facility needs. Consultant will consider factors that may impact future water and sewer flow rates including water conservation, climate impacts, densification and infill, water rights markets, and changes attributable to COVID-19.

Lease? NO	Grant related? NO	Public Works? YES
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ 230,000.00		# 4250-42300-94340-56501-15769
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MILLER, KATHERINE E	<u>Study Session\Other</u> PIES 5/24/21
<u>Division Director</u>	FEIST, MARLENE	<u>Council Sponsor</u> Beggs
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	rob.berman@hdrinc.com
<u>For the Mayor</u>	ORMSBY, MICHAEL	eraea@spokanecity.org
<u>Additional Approvals</u>		icmaccounting@spokanecity.org
<u>Purchasing</u>		mdavis@spokanecity.org

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	Future Flows for Water and Sewer
Date:	05/24/2021
Author (email & phone):	mdavis@spokanecity.org 570-4162
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2023 Water System Plan Update and Capital Facility Plans for Utilities as part of the City's Comprehensive Plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones)	Approval of consultant contract with HDR, Inc.
Background/History: Future water demand must be forecasted to determine future capital facility needs for the update of the Water System Plan (WSP) and the 20-year facility plans. In addition, future sewer base flows must be forecasted to determine future capital facility needs. The consultant will consider factors that may impact future water and sewer flow rates including water conservation, climate impacts, densification and infill, water rights markets, and changes attributable to COVID-19. The flow will be geographically distributed and future Equivalent Residential Unit (ERU) values will be recommended.	
Executive Summary: <ul style="list-style-type: none"> Three consulting firms responded to the future flow RFQ HDR, Inc. was selected as the most qualified consultant. The work will include forecasting the future water demand based on several criteria including conservation, climate impacts, densification, infill, etc. The consultant contract amount is \$200,000 with \$35,000 in optional task. Work is expected to begin in July 2021 and will be completed by the end of 2022. 	
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 type="checkbox"/> Yes <input type="checkbox"/> No N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A Specify changes required: Known challenges/barriers:	



City of Spokane
CONSULTANT AGREEMENT
Title: WATER AND SEWER
FLOW PROJECTIONS

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HDR ENGINEERING, INC.**, whose address is 835 North Post Street, Suite 101 Spokane, Washington 99201-2126 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to Develop Long-Range Water and Sewer Flow Projections, and

WHEREAS, the Consultant has been selected through the MRSC A&E Roster.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on June 21, 2021, and ends on December 31, 2021, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Exhibit B, is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall be a maximum amount not exceed **TWO HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$230,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Company shall submit its applications for payment to Integrated Capital Management, 808 West Spokane Falls Blvd., Second Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultant.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall

detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at

www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant 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 Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such Consultants do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide

that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

12. 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.

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

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

obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant 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 Consultant's employment, the Consultant 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 Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to

a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the Consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other Consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as

pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultant for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes,

ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

HDR ENGINEERING, 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:

Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant's Scope of Work

21-101

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B



City of Spokane Future Flows for Water and Sewer

Scope of Services

May 25, 2021



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EXHIBIT A

SCOPE OF SERVICES

Background

HDR Engineering, Inc. (HDR) and its teaming partner, Maddaus Water Management, Inc. (MWM), are assisting the City of Spokane (City) in developing long-range water and sewer flow projections. This effort involves building upon previous demand forecasts and other planning efforts, but also taking a fresh look at recent historical data and trends to forecast water demands and sewer flows that the City will need to plan to serve over the next 50 years. Key elements of the work include developing new water use factors, characterizing changing growth and development patterns, and preparing projections in a way that they can be readily used in a variety of applications, such as the City's hydraulic models.

This work will be used to support the City's Link Strategy for Water and development of the Water System Plan (WSP) update, required for approval by the Washington State Department of Health.

Scope of Services

Task 1 Project Management

Objective

Coordinate task activities among the various HDR and City staff involved. Manage the scope, schedule, and budget for the project.

HDR Services

1. Routine communications among the project team
2. Monitor internal costs, work products, quality control process, and schedule performance over the course of the project
3. Participate in monthly project management check-in meetings with the City project manager
4. Prepare monthly invoices and brief written progress reports to accompany the invoice

City Responsibilities

1. Review monthly progress reports and respond to issues identified, if applicable
2. Process monthly invoices and communicate questions or issues to the HDR project manager

Assumptions

1. Project duration will be 7 months.
2. Seven project management check-in meetings, each ½-hour long, with one HDR staff (project manager) participating. Meeting attendance will be virtual by WebEx or Teams.

Deliverables

1. Monthly invoice and progress report (Portable Document Format [PDF])

Task 2 Data Request

Objective

Identify and acquire information from the City needed for HDR to carry out its assigned tasks.

HDR Services

1. Prepare a prioritized data request listing information needed, years to be covered, and preferred format. This will include, but not be limited to, the following:
 - A. City's analysis and equivalent residential unit (ERU) calculations related to 2018–2020 water consumption
 - B. Recent (at least the last 5 years) well production records, monthly totals, and maximum day values
 - C. Geographic information system (GIS) data (e.g., parcel, land use, building construction date, pressure zones, sewer basins, water meter and sewer flow meter location information)
 - D. Advanced metering infrastructure (AMI) system data associated with new development areas
 - E. Projected population growth
 - F. Public Development Authority (PDA) development plans
2. Review incoming data provided by the City. Maintain and update the data request.

City Responsibilities

1. Provide water system data within the prioritized time frame and in the formats requested in the data request
2. Water system data shall be provided within 7 business days of data requests
3. Provide knowledgeable staff representing the drinking water and sewer system operations and engineering to participate in data collection as needed

Assumptions

1. This data request is not intended to be an extensively time-consuming task. The City will inform HDR if certain requested data items are not readily available.
2. HDR will rely on the information, data, and documents provided by the City for use in its work without independent verification.

Deliverables

1. Data request list, updated as materials are provided by the City (Excel format)

Task 3 Baseline Demand Analysis

Objective

Summarize historical water demand and sewer flow characteristics to develop foundation for forecasts.

HDR Services

1. **Production/consumption data analysis.** HDR will analyze water production and consumption data available since the last WSP update (2016). HDR will calculate the standard water demand metrics of average day demand and maximum day demand by ERU. For multifamily consumption, HDR will develop a relationship between number of housing units per ERU, for use in later tasks for converting future projections of housing units to demand. For commercial/industrial uses as well as mixed-use areas, HDR will use existing data to understand current levels of demand on a per-acre basis (or other metric as appropriate for use in coupling with future land use projections) for various types of development, which can later be converted to ERUs for overall demand accounting.
2. **Spatial analysis.** Using the City's GIS data, HDR will explore demand characteristics on a pressure-zone basis, but also by sewer basin and, if supported by available data, by neighborhood to understand differences in consumption by various areas throughout the city.
3. **Technical memorandum (TM): *Historical Demands/Flows*.** Prepare a draft TM. A review meeting will be held with City staff, after which a final TM will be prepared.

City Responsibilities

Review and provide timely, consolidated (conflict-resolved) comments on draft TM within 10 business days

Assumptions

1. The draft TM review meeting will be up to 1 hour in length, with up to three HDR staff participating. Meeting attendance will be virtual by WebEx or Teams.
2. The draft and final *Historical Demands/Flows* TMs are each expected to be no more than 20 pages in length.

Deliverables

1. TM: *Historical Demands/Flows*, draft and final (PDF)

Task 4 Water Conservation Savings Analysis

Objective

Prepare an analysis of water conservation savings potential.

HDR/MWM Services

This task will be performed by MWM with oversight by HDR.

1. **Review historical data.** MWM will inventory and review relevant available data from Tasks 2 and 3 such as historical water use, climate trends, land use development, and demographics. This inventory and analysis will support the development of subsequent tasks (i.e., conservation savings potential). MWM will review the provided documents, then discuss key elements with City staff that are pertinent to the demand forecast and conservation modeling efforts. The goal of this task will be to align the new Water Conservation Plan with the overall City direction and vision.
2. **Evaluate proposed conservation program concepts.** MWM will analyze and prioritize conservation programs and projects by cost-effectiveness and quantifiable water savings. MWM will evaluate the measures listed in the City of Spokane 2020 Water Conservation Plan. MWM will evaluate each measure individually including cost, resources, and staffing needed to implement the program. This information will be reviewed and discussed with City staff such that each measure is clear and practical to implement. It is assumed that the discussion will include a review of future potential large breweries and the cannabis and fertilizer industries, which are possible future commercial businesses in the Spokane region.

MWM proposes to use the Decision Support System for Least-Cost Planning Model (DSS Model) to evaluate conservation savings and cost-effectiveness. For budgeting purposes, MWM assumes for this project that it would use a single DSS Model to represent the City service area.

MWM will quantify the costs and water savings of the selected measures (up to 25 conservation measures) to be analyzed. Water savings, an economic analysis, and the cost of the water conservation measures will be summarized. Cost savings from reduced water demand will be quantified annually and based on avoided costs provided by the City (which reflects the City's specific options for obtaining additional water supply, if needed). MWM will evaluate likely conservation measures in the DSS Model and present benefit-cost information as well as water and energy savings. Measures also will be evaluated from the customer/community perspective.

3. **Conduct priority-setting meeting.** MWM will compile likely measures in up to three program scenarios in the City's DSS Model. Each program scenario (Programs A, B, and C) will contain increasing levels of conservation effectiveness. For example, Program A may include the existing conservation measures implemented by the City (which ideally would have a benefit-cost ratio greater than 1.0, the measures being cost-effective and efficient). Program B, for example, could be a suite of measures, selected through City input, that includes Program A's measures plus measures with benefit-cost ratios greater than 1.0 and/or measures that the City plans to implement. The water savings, benefits, and costs of each program package and associated staffing levels will be computed and included as tables in the analysis and report; the ease and speed of implementation as well as customer receptivity will be considered.

A cost-effectiveness curve will display the results of present value of program costs versus cumulative water savings at the end of the planning period. This curve will be helpful in determining how far to push the "conservation envelope" as the point of diminishing economic returns will be delineated. MWM will review the results of the program analysis with City staff.

At this stage, City staff will likely want to adjust the program contents or add another program for comparison. MWM can modify measures and/or add programs dependent on budget availability. An aggressive program, often labeled Program C, could save more water but be the least cost-effective program overall given that more expensive conservation measures are included. City staff can review and select which measures will be in each of

the programs and add or remove programs once preliminary results are provided. During the DSS Model training, City staff will be shown how to update or modify program elements and scenarios; this is a process that takes only minutes to execute.

4. **Deliver program measure effectiveness evaluation tool.** MWM will provide a copy of the City's DSS Model, which is an Excel-based software tool that serves to meet the City's functionality of a spreadsheet tool, as requested in the Request for Proposal. The City will be able to adjust historical and projected inputs, avoided costs of water, measure specifics, and program building. These will allow the City to develop a benefit-cost analysis, utility and customer costs, estimated water savings and demand reductions for each measure, capital improvement and optimization effort, and cost of savings per unit volume of water.

MWM will provide a suite of training videos that will enable the City to update the DSS Model as needed. The use of topic-based videos arranged in a modular format has been found to offer effective instructional capability greater than a printed user guide. Written information will be provided on data sources and assumptions used in developing the model.

5. **TM: *Water Conservation Savings*.** Prepare a draft TM. A review meeting will be held with City staff, after which a final TM will be prepared.

City Responsibilities

Review and provide timely, consolidated (conflict-resolved) comments on draft TM within 10 business days

Assumptions

1. The draft TM review meeting will be up to 1 hour in length, with up to two MWM staff and two HDR staff participating. Meeting attendance will virtual by WebEx or Teams.
2. The draft and final *Water Conservation Savings* TMs are each expected to be no more than 20 pages in length.
3. DSS Model training videos will be a maximum 4 hours in length.

Deliverables

1. Spokane DSS Model (Excel-based)
2. DSS Model Electronic Training Videos (formatted as *.MP4, *.MOV, or *.AVI).
3. TM: *Water Conservation Savings*, draft and final (PDF)

Task 5 Develop Water Use Factors

Objective

Develop ranges of water use factors for use in preparing water and sewer flow projections.

HDR Services

1. **Examine climate effects.** HDR will review historical climate data to evaluate climate effects on water demands and sewer flows. The following steps will be taken:
 - A. Prepare historical climate trend analysis of maximum, minimum, and average air temperatures with a focus on extremely hot days. Considerations for evaporation and evapotranspiration will also be made.

- B. Prepare historical climate trend analysis of annual, daily, and hourly precipitation. Changes in the number of days with precipitation and precipitation intensities have been shown to greatly impact water use behavior.
 - C. Prepare an extrapolation of these historical trend analyses to future time scales to provide a realistic basis for projected trends.
 - D. Conduct analysis of projected climate trends for temperature and precipitation using site-specific, downscaled climate modeling through either the University of Washington Climate Impacts Group or modeling done through the National Climate Assessment.
 - E. Prepare an analysis cross-correlating analyzed climate and water use trends to develop a probabilistic quantification of anticipated demand outcomes at future time scales.
2. **Examine COVID-19 effects.** HDR will analyze pre- and post-COVID-19 water usage to qualitatively indicate potential impacts on future water consumption.
 3. **Examine conservation effects.** Results of Task 4 will be incorporated and considered in combination with items 1 and 2 above.
 4. **TM: *Water Use Factors*.** Prepare a draft TM. A review meeting will be held with City staff, after which a final TM will be prepared.

City Responsibilities

Review and provide timely, consolidated (conflict-resolved) comments on draft TM within 10 business days.

Assumptions

1. The draft TM review meeting will be up to 1 hour in length, with up to three HDR staff participating. Meeting attendance will be virtual by WebEx or Teams.
2. The draft and final *Water Use Factors* TMs are each expected to be no more than 25 pages in length.

Deliverables

1. TM: *Water Use Factors*, draft and final (PDF)

Task 6 Analyze Future Growth

Objective

Develop future growth scenarios reflecting potential development patterns and growth rates.

HDR Services

1. **Develop growth scenarios.** HDR will prepare ranges of growth scenarios based on:
 - A. Ranges of future growth rates, informed by recent historical customer growth trends and City, County, and Office of Financial Management (OFM) projections for future demographic growth.
 - B. Redevelopment and infill scenarios. HDR's water demand and sewer flow forecast approach (described in Task 7) assumes up to five development-related scenarios are considered to reflect the range of potential buildout futures. Scenarios will be defined to

determine “goalposts” that bound the universe of options as well as representative alternatives across the spectrum of potential growth. These will be based on input from Long-Range Planning regarding PDA development plans and likely densities and character of redeveloped portions of the city.

C. Buildout characteristics of future growth areas.

2. **Meet with Long-Range Planning staff.** A meeting will be held with City Integrated Capital Management (ICM) and Long-Range Planning staff to confirm development assumptions and refine growth scenarios.
3. **TM: *Future Growth Scenarios*.** Prepare a draft TM. A review meeting will be held with City staff, after which a final TM will be prepared.

City Responsibilities

Review and provide timely, consolidated (conflict-resolved) comments on draft TM within 10 business days

Assumptions

1. The draft TM review meeting will be up to 1 hour in length, with up to two HDR staff participating. Meeting attendance will be virtual by WebEx or Teams.
2. The draft and final *Future Growth Scenarios* TMs are each expected to be no more than 20 pages in length.

Deliverables

1. TM: *Future Growth Scenarios*, draft and final (PDF)

Task 7 Prepare Water Demand and Sewer Flow Forecast

Objective

Prepare long-range water demand and sewer flow forecasts.

HDR Services

1. **Prepare forecasts.** The information prepared in the previous tasks will culminate in the development of a long-range, citywide water demand and sewer flow forecast. This will involve the coupling of water use factors with future growth scenarios to derive projected water demand. Sewer flow forecasts will then be developed from the water demands by applying sewer flow factor, informed both by analysis of winter water usage and available sewer flow monitoring data, and accounting for infiltration and inflow (I/I).
2. **Conduct uncertainty analysis.** A spreadsheet-based tool employing the use of Monte Carlo analysis will be developed to evaluate the uncertainties associated with multiple variables defined in Tasks 5 and 6. The analysis will employ the use of probability distribution curves defined for each variable based on information documented in these previous tasks. The results will include identification of the “most likely” demand/flow forecasts, as well as high and low bounds of the forecast range. The sensitivity of the forecasts to each variable will also be determined.
3. **Format output.** The water demand and sewer flow forecast will be formatted to facilitate easy and ready use for follow-on planning activities such as hydraulic modeling, capital

project capacity analysis, and further conservation program assessment/development. This will include creation of a geodatabase with feature classes that allocate demands/flows spatially based on the results of the analysis.

4. **TM: *Demand/Flow Forecasts*.** Prepare a draft TM. A review meeting will be held with City staff, after which a final TM will be prepared.

City Responsibilities

Review and provide timely, consolidated (conflict-resolved) comments on draft TM within 10 business days

Assumptions

1. The draft TM review meeting will be up to 2 hours in length, with up to three HDR staff participating. Meeting attendance will be virtual by WebEx or Teams.
2. The draft and final *Demand/Flow Forecasts* TMs are each expected to be no more than 50 pages in length.

Deliverables

1. TM: *Demand/Flow Forecasts*, draft and final (PDF)

Task 8 Optional Services

Objective

Provide additional services, if requested by the City.

HDR Services

These services will be provided if requested by the City, and require written authorization from the City project manager prior to funds being expended.

1. **Presentations.** HDR and/or MWM will support up to three results presentations. Such presentations would be for City Administration, City Council, or other audiences as identified by the City. The budget associated with this optional fee is based on two staff members being present at up to three meetings, lasting up to 2 hours each. Preparation of meeting materials is also included.
2. **Capital project review.** The HDR team is prepared to assist the City with evaluating capital projects developed by City staff in the Innovyze models. Our staff are able to quickly model projects or provide review of City modeling efforts as part of this effort or through the On-Call Modeling agreement.
3. **Operations recommendations.** Our operations staff can assist the City with evaluating changes to system operation that may be identified during earlier tasks.

City Responsibilities

1. Review and provide timely, consolidated (conflict-resolved) comments on draft presentation meeting materials within 10 business days. Review and provide timely, consolidated (conflict-resolved) comments on draft model results within 10 business days. Make appropriate staff available for discussion of potential system operations changes

Assumptions

1. For presentations, meeting attendance will be virtual on the City's chosen platform.
2. For capital project review, this task would require up to 56 staff hours for three HDR staff members. This would include evaluation for 8 to 15 capital projects, depending on the complexity of the project scope. The TMs, draft and final, would each be no more than 3 pages in length. The draft TM would be provided for City comment. City comments would be provided to HDR in a single consolidated document.
3. Operations recommendations would require up to 40 staff hours. Additional assumptions would be identified as recommendations are identified and developed.

Deliverables

1. For presentations, deliverables would include draft meeting materials for the City's review and comment
2. TM: *Capital Project Review*, draft and final (PDF)

Schedule

Milestones	Anticipated Completion Date (2021)
Notice to Proceed	June 1
Task 1 Project Management	November
Task 2 Data Request	June 25
Task 3 Baseline Demand Analysis	August 6
Task 4 Water Conservation Savings Analysis	October 1
Task 5 Develop Water Use Factors	October 1
Task 6 Analyze Future Growth	November 12
Task 7 Prepare Water Demand and Sewer Flow Forecast	November 12
Task 8 Optional Services	TBD

Fee

Task	Task Description	Fee
1	Project Management	\$21,000
2	Data Request	\$7,000
3	Baseline Demand Analysis	\$25,500
4	Water Conservation Savings Potential	\$53,500
5	Develop Water Use Factors	\$25,500
6	Analyze Future Growth	\$21,000
7	Prepare Water Demand and Sewer Flow Forecasts	\$41,500
8	<i>Optional Services (details below)</i>	\$35,000
	<i>Presentations: \$16,000</i>	
	<i>Capital project review: \$12,000</i>	
	<i>Operations recommendations: \$7,000</i>	
Total without Optional Services		\$195,000
Total with Optional Services		\$230,000

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

07/12/2021

Date Rec'd

6/25/2021

Clerk's File #

OPR 2020-0466

Renews #**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Contact Name/Phone

STEVE BURNS 625-7821

Contact E-Mail

SBURNS@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Agenda Item Name

4100 NEPTUNE WATER METERS, REGISTERS, & PARTS

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

5278-20

Requisition #

VB 301170

Agenda Wording

Four (4) year renewal of existing value blanket order for Neptune Water Meters, Registers, and Parts with Neptune Technology Group (Tallassee, AL). Annual spend is estimated at \$2,300,000.00 including tax.

Summary (Background)

ITB #5278-20 was issued on 4/15/2020 via the City's electronic bidding portal to more than 40 supplier contacts. One bid was received by the closing deadline on 5/4/2020 and the value blanket order was correspondingly awarded to Neptune Technology Group as the responsive, responsible bidder of lowest cost. Due to the essential nature of these products, the Water department is requesting a single, four (4) year renewal of that order with no remaining options to extend. Pricing will be held on a

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 2,300,000.00

4100-42490-34145-53502-99999

Select \$

#

Select \$

#

Select \$

#

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

BURNS, STEVE

Study Session\Other

PIES 6/28/2021

Division Director

TWOHIG, KYLE

Council Sponsor

PRESIDENT BEGGS

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

ODLE, MARI

sjohnson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

tprince@spokanecity.org

Additional Approvals**Purchasing**

PRINCE, THEA



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

twelve (12) month basis, with the option to negotiate on the anniversary of value blanket issue. For the first year of this renewal, the Water department proposes to accept a 15% targeted increase on larger water meters (hydrant meters, 3" + TURBINE meters, and 3" + TRU/FLO meters) and a 3% increase on all other products as proposed by Neptune.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Infrastructure, Environment, & Sustainability Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	Neptune Water Meters, Registers, & Parts – Value Blanket Renewal
Date:	6/28/2021
Author (email & phone):	Steve Burns, sburns@spokanecity.org , 625-7840
City Council Sponsor:	Council President Breean Beggs
Executive Sponsor:	Marlene Feist, Director – Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Funding for these purchases is included in the Water Department's Warehouse budget
Strategic Initiative:	Innovative Infrastructure
Deadline:	The City's last value blanket for these parts expired on 5/21/2021 and parts inventory is low.
Outcome: (deliverables, delivery duties, milestones to meet)	This value blanket supports the efficient procurement of Neptune Water Meters, Registers, & Parts on an as-needed basis for seasonal construction and repair of the City's water service system.
<p><u>Background/History:</u> Invitation to Bid #5278-20 was issued on 4/15/2020 via the City's electronic bidding portal to more than 40 supplier contacts. One bid was received by the closing deadline on 5/4/2020 and the value blanket order was correspondingly awarded to Neptune Technology Group as the responsive, responsible bidder of lowest cost.</p> <p>Due to the essential nature of these products, the Water department is requesting a single, four (4) year renewal of that order with no remaining options to extend. Pricing will be held on a twelve (12) month basis, with the option to negotiate on the anniversary of value blanket issue. For the first year of this renewal, the Water department proposes to accept a 15% targeted increase on larger water meters (hydrant meters, 3" + TURBINE meters, and 3" + TRU/FLO meters) and a 3% increase on all other products as proposed by Neptune (see analysis attached).</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> Four (4) year renewal with Neptune Technology Group (Tallahassee, AL) Estimated annual spend is \$1,400,000.00 including tax Competitively bid on ITB #5278-20 Neptune Water Meters, Registers, & Parts - Value Blanket 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: N/A</p> <p>Other budget impacts: None</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: None</p> <p>Known challenges/barriers: None</p>	



Proposal

Valid From: 5/15/2020

Valid To: 5/16/2022

Document

A38228

NEPTUNE TECHNOLOGY GROUP

1600 Alabama Highway 229 South,

Tallassee, AL 36078

Telephone: (800) 633-8754 Fax: (334) 283-7293

www.neptunetg.com

Sold To:

Spokane, City Of
914 E. North Foothills Dr
Spokane, WA 99207

Contact: Samantha Johnson

Topic:

5278-20 Neptune Water Meters, Registers, & Parts

Customer Number

07761800

Salesperson:

Tim Loosier

Mobile: (509) 202-5686

Email: tloosier@neptunetg.com

Item Number	Description	Qty	Unit Price	Extended Price
Residential Meters				
ED2B32RPHF21S2067	5/8X3/4 T-10 PLS 316 P-CODER SA PIT C/F W/O	2,600	\$88.49	\$230,074.00
ED2C11RPHF21S2067	3/4 T-10 C/I 302 P-CODER SA PIT C/F W/O	700	\$127.18	\$89,026.00
ED2F11RPHF21S2067	1 T-10 C/I 302 P-CODER SA PIT C/F W/O	500	\$177.20	\$88,600.00
ED2B11RPMF11SG89	5/8X3/4 T-10 C/I 302 P-CODER R900i V5 PIT C/F	100	\$179.46	\$17,946.00
ED2C11RPMF11SG89	3/4 T-10 C/I 302 P-CODER R900i V5 PIT C/F	400	\$218.60	\$87,440.00
ED2F11RPMF11SG89	1 T-10 C/I 302 P-CODER R900i V5 PIT C/F	400	\$268.04	\$107,216.00
Intermediate Meters				
ED2H11RPHF21S2067	1 1/2 T-10 OVAL P-CODER SA PIT C/F W/O	40	\$323.40	\$12,936.00
ED2J11RPHF21S2067	2 T-10 OVAL P-CODER SA PIT C/F W/O	40	\$428.53	\$17,141.20
ET4HRPHF21S2067	1 1/2 HP TURBINE P-CODER SA PIT C/F W/O	25	\$379.04	\$9,476.00
ET4ARPHF21S2067	2 HP TURBINE P-CODER SA PIT C/F W/O	50	\$445.00	\$22,250.00
EC2ARPHF21S2067	2 HP TRU/FLO P-CODER SA PIT C/F W/O	20	\$1,286.03	\$25,720.60
Commercial Meters				
ET2BR8F1	3 FIRE HYDRANT W/COUP DIR READ C/F BRZ	2	\$848.17	\$1,696.34
ET4BRPHF21S2067	3 HP TURBINE P-CODER SA PIT C/F W/O	2	\$734.97	\$1,469.94
ET4CRPHF21S2067	4 HP TURBINE P-CODER SA PIT C/F W/O	2	\$1,257.71	\$2,515.42
ET4DRPHF21S2067	6 HP TURBINE P-CODER SA PIT C/F W/O	2	\$3,264.84	\$6,529.68
ET4ERPHF21S2067	8 HP TURBINE P-CODER SA PIT C/F W/O	2	\$4,959.35	\$9,918.70
ET4FRPHF21S2067	10 HP TURBINE P-CODER SA PIT C/F W/O	2	\$5,175.00	\$10,350.00
EC3BRPHF21S2067	3 TRU/FLO W/T-10 P-CODER SA PIT C/F W/O	10	\$1,543.43	\$15,434.30
EC3CRPHF21S2067	4 TRU/FLO W/T-10 P-CODER SA PIT C/F W/O	12	\$2,737.51	\$32,850.12
EC3DRPHF21S2067	6 TRU/FLO W/T-10 P-CODER SA PIT C/F W/O	3	\$4,515.92	\$13,547.76
EP4C1RPHF21S2067	4 HP PROTECTUS FLANGE P-CODER SA PIT C/F W/O	2	\$5,304.15	\$10,608.30
EP4D1RPHF21S2067	6 HP PROTECTUS FLANGE P-CODER SA PIT C/F W/O	2	\$7,481.28	\$14,962.56
EP4E1RPHF21S2067	8 HP PROTECTUS FLANGE P-CODER SA PIT C/F W/O	2	\$9,857.36	\$19,714.72
EP4F1RPHF21S2067	10 HP PROTECTUS FLANGE P-CODER SA PIT C/F W/O	2	\$14,414.85	\$28,829.70

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

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

Subtotal: \$1,488,490.31

Plus applicable taxes.

Comments:

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

Thank You

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

07/12/2021

Date Rec'd

6/21/2021

Clerk's File #

OPR 2021-0446

Renews #**Submitting Dept**

ENGINEERING SERVICES

Cross Ref #**Contact Name/Phone**

DAN BULLER 625-6391

Project #

2018104

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR# 22706

Agenda Item Name

0370 - LOW BID AGENDA - LARIVIERE, INC.

Agenda Wording

Low Bid of LaRiviere, Inc. (Rathdrum, ID) for Hoffman Well Rehabilitation - \$2,407,635.00 plus tax. An administrative reserve of \$240,763.50 plus tax, which is 10% of the contract, will be set aside. (Bemiss Neighborhood Council)

Summary (Background)

On June 21, 2021 bids were opened for the above project. The low bid was from LaRiviere, Inc. in the amount of \$2,407,635.00, which is \$228,186.00 or 8.66% under the Engineer's Estimate; three other bids were received as follows: Halme Construction, Inc. - \$2,540,642.73, TML Construction, Inc. - \$2,578,607.00, and Wesslen Construction, Inc. - \$2,805,992.61.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 2,407,635.00

4250-42300-94340-56501-15776

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

Study Session\Other

Public Safety 6/7

Division Director

TWOHIG, KYLE

Council Sponsor

Beggs

Finance

ORLOB, KIMBERLY

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Purchasing

WAHL, CONNIE

jgraff@spokanecity.org

aduffey@spokanecity.org

Briefing Paper

Public Safety & Health

Division & Department:	Public Works, Engineering
Subject:	Hoffman Well Upgrade
Date:	6-7-21
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	Breen Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year water plan
Strategic Initiative:	Innovative Infrastructure
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract (once it is submitted to council for approval)
Background/History: <ul style="list-style-type: none"> The subject well has been off-line for a number of years and needs to be put back in service for system reliability purposes. 	
Executive Summary: <ul style="list-style-type: none"> Hoffman wellsite, located at the northeast corner of Hoffman Ave. & Crestline St. (Hoffman is 1 block south of Wellesley Ave.), consists of a single building in which two wells are located that supply the north side of Spokane with water. See attached exhibit. The proposed project will make modifications to the well casing, install a new well pump in each of the two wells, and associated electrical and site piping. This project will modestly affect traffic on Hoffman Ave. This work is planned for summer/fall/winter of this year and is locally funded. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Hoffman Well Station

Crestline St.

Hoffman Ave.





City of Spokane

PUBLIC WORKS CONTRACT

Title: **HOFFMAN WELL REHABILITATION**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **LARIVIERE, INC.**, whose address is 17564 North Dylan Court, Rathdrum Idaho 83858 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **HOFFMAN WELL REHABILITATION PROJECT.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2020, 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 Engineering Services 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. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule 01 for the actual quantities furnished for each bid item.
7. **TAXES.** Bid items in Schedule 01, shall not include sales tax.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 808 West Spokane Falls Blvd., Second Floor, Spokane, Washington 99201. All invoices should include the City Clerk File 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. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the 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.

10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

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

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

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

23. 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.

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

25. 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.

26. 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 www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

27. 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.

28. 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.

29. 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.

30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

31. 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.

32. CLEAN AIR ACT.

Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

33. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

LARIVIERE, 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:

Payment Bond
Performance Bond
Certification Regarding Debarment
Schedule 01

21-126

PAYMENT BOND

We, **LARIVIERE, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION FOUR HUNDRED SEVEN THOUSAND SIX HUNDRED THIRTY FIVE AND 00/100 DOLLARS (\$2,407,635.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **HOFFMAN WELL REHABILITATION PROJECT**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on _____.

LARIVIERE, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **LARIVIERE, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION FOUR HUNDRED SEVEN THOUSAND SIX HUNDRED THIRTY FIVE AND 00/100 DOLLARS (\$2,407,635.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **HOFFMAN WELL REHABILITATION PROJECT**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on _____

LARIVIERE, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

**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.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

SCHEDULE 01LARIVIERE, INC.,
Eng. No.: 2018104**SCHEDULE A-1*****Tax Classification: Sales tax shall NOT be included in unit prices***

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE			TOTAL
1	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$	1.00	\$	1.00
2	SPCC PLAN	1.00 LS	\$	1,767.00	\$	1,767.00
3	POTHOLING	4.00 EA	\$	698.00	\$	2,792.00
4	MOBILIZATION	1.00 LS	\$	115,000.00	\$	115,000.00
5	TREE PROTECTION ZONE	5.00 EA	\$	388.00	\$	1,940.00
6	TREE PRUNING	5.00 EA	\$	508.00	\$	2,540.00
7	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	21,005.00	\$	21,005.00
8	REMOVE EXISTING > 12 IN. TO < 30 IN. DIA. PIPE	175.00 LF	\$	14.00	\$	2,450.00
9	WELL INTERIOR DEMOLITION	1.00 LS	\$	43,198.00	\$	43,198.00
10	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	65.00 SY	\$	102.00	\$	6,630.00
11	PAVEMENT REPAIR EXCAVATION INCL. HAUL	65.00 SY	\$	27.00	\$	1,755.00

12	PRECAST UTILITY VAULT 8FT X 10FT	2.00 EA	\$	14,128.00	\$	28,256.00
13	EAST WELL CAISSON STRUCTURAL MODIFICATIONS	1.00 LS	\$	197,735.00	\$	197,735.00
14	DRYWELL TYPE 2	1.00 EA	\$	5,150.00	\$	5,150.00
15	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	5.00 CY	\$	39.00	\$	195.00
16	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	5.00 CY	\$	49.00	\$	245.00
17	IMPORTED BACKFILL	5.00 CY	\$	28.00	\$	140.00
18	TRENCH SAFETY SYSTEM	1.00 LS	\$	2,183.00	\$	2,183.00
19	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	1,274.00	\$	1,274.00
20	DI PIPE FOR WATER MAIN 8 IN. DIA.	38.00 LF	\$	158.00	\$	6,004.00
21	DI PIPE FOR WATER MAIN 18 IN. DIA.	91.00 LF	\$	287.00	\$	26,117.00
22	DI PIPE FOR WATER MAIN 24 IN. DIA.	122.00 LF	\$	429.00	\$	52,338.00
23	DI PIPE FOR WATER MAIN 30 IN. DIA.	40.00 LF	\$	911.00	\$	36,440.00
24	WELL STATION PIPING	1.00 LS	\$	58,448.00	\$	58,448.00
25	GATE VALVE 8 IN.	2.00 EA	\$	2,315.00	\$	4,630.00

26	8 IN PRESSURE RELIEF VALVE	1.00 EA	\$	22,679.00	\$	22,679.00
27	FLOW METER	1.00 EA	\$	38,401.00	\$	38,401.00
28	ESC LEAD	1.00 LS	\$	4,102.00	\$	4,102.00
29	INLET PROTECTION	4.00 EA	\$	207.00	\$	828.00
30	SOD INSTALLATION	1,077.00 SY	\$	17.00	\$	18,309.00
31	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	16,475.00	\$	16,475.00
32	CEMENT CONCRETE CURB	22.00 LF	\$	49.00	\$	1,078.00
33	MODIFY FENCING,HOFFMAN WELL SITE	1.00 LS	\$	3,988.00	\$	3,988.00
34	MODIFY FENCING, CHAIN FENCE	1.00 LS	\$	7,371.00	\$	7,371.00
35	MODIFY FENCING, WOOD	1.00 LS	\$	3,100.00	\$	3,100.00
36	FENCING	102.00 LF	\$	126.00	\$	12,852.00
37	TEMPORARY CONSTRUCTION FENCING	150.00 LF	\$	7.00	\$	1,050.00
38	WELL STATION PUMP	2.00 EA	\$	392,526.00	\$	785,052.00
39	SYSTEM STARTUP, TESTING, AND HANDOVER	1.00 LS	\$	4,584.00	\$	4,584.00
40	WELL STATION ELECTRICAL	1.00 LS	\$	869,533.00	\$	869,533.00

Schedule A-1 Subtotal \$ 2,407,635.00

SCHEDULE A-2
Tax Classification:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
<i>Summary of Bid Items</i>			<i>Bid Total</i>	\$ <u>2,407,635.00</u>

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

Project Number **2018104**

Project Description Hoffman Well Rehabilitation

Original Date

6/21/2021 3:02:00 PM

Project Number: 2018104			Engineer's Estimate		LARIVIERE INC		HALME CONSTRUCTION INC		TML CONSTRUCTION INC		WESSLEN CONSTRUCTION INC	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01

Sales tax shall NOT be included in unit prices

1	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
2	SPCC PLAN	1 LS	1,000.00	1,000.00	1,767.00	\$1,767.00	589.00	\$589.00	450.00	\$450.00	1,440.00	\$1,440.00
3	POTHOLING	4 EA	450.00	1,800.00	698.00	\$2,792.00	1,091.37	\$4,365.48	1,100.00	\$4,400.00	1,260.00	\$5,040.00
4	MOBILIZATION	1 LS	171,456.00	171,456.00	115,000.00	\$115,000.00	188,509.60	\$188,509.60	250,000.00	\$250,000.00	142,440.00	\$142,440.00
5	TREE PROTECTION ZONE	5 EA	300.00	1,500.00	388.00	\$1,940.00	382.85	\$1,914.25	325.00	\$1,625.00	390.00	\$1,950.00
6	TREE PRUNING	5 EA	350.00	1,750.00	508.00	\$2,540.00	500.64	\$2,503.20	425.00	\$2,125.00	510.00	\$2,550.00
7	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	25,000.00	25,000.00	21,005.00	\$21,005.00	27,101.91	\$27,101.91	19,000.00	\$19,000.00	44,940.00	\$44,940.00
8	REMOVE EXISTING > 12 IN. TO < 30 IN. DIA. PIPE	175 LF	20.00	3,500.00	14.00	\$2,450.00	29.10	\$5,092.50	285.00	\$49,875.00	113.14	\$19,799.50
9	WELL INTERIOR DEMOLITION	1 LS	35,000.00	35,000.00	43,198.00	\$43,198.00	64,431.35	\$64,431.35	43,000.00	\$43,000.00	126,480.00	\$126,480.00
10	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	65 SY	40.00	2,600.00	102.00	\$6,630.00	100.13	\$6,508.45	97.00	\$6,305.00	163.20	\$10,608.00
11	PAVEMENT REPAIR EXCAVATION INCL. HAUL	65 SY	30.00	1,950.00	27.00	\$1,755.00	31.78	\$2,065.70	35.00	\$2,275.00	44.31	\$2,880.15
12	PRECAST UTILITY VAULT 8FT X 10FT	2 EA	15,000.00	30,000.00	14,128.00	\$28,256.00	10,298.81	\$20,597.62	19,000.00	\$38,000.00	11,802.00	\$23,604.00
13	EAST WELL CAISSON STRUCTURAL MODIFICATIONS	1 LS	320,500.00	320,500.00	197,735.00	\$197,735.00	112,138.63	\$112,138.63	486,000.00	\$486,000.00	347,280.00	\$347,280.00
14	DRYWELL TYPE 2	1 EA	8,000.00	8,000.00	5,150.00	\$5,150.00	4,633.02	\$4,633.02	4,500.00	\$4,500.00	6,144.00	\$6,144.00
15	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	5 CY	50.00	250.00	39.00	\$195.00	68.74	\$343.70	150.00	\$750.00	258.00	\$1,290.00
16	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	5 CY	40.00	200.00	49.00	\$245.00	38.77	\$193.85	125.00	\$625.00	306.00	\$1,530.00
17	IMPORTED BACKFILL	5 CY	30.00	150.00	28.00	\$140.00	36.34	\$181.70	68.00	\$340.00	306.00	\$1,530.00
18	TRENCH SAFETY SYSTEM	1 LS	5,000.00	5,000.00	2,183.00	\$2,183.00	5,889.98	\$5,889.98	10,000.00	\$10,000.00	3,780.00	\$3,780.00

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

19	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	1,000.00	1,000.00	1,274.00	\$1,274.00	5,889.98	\$5,889.98	2,000.00	\$2,000.00	7,440.00	\$7,440.00
20	DI PIPE FOR WATER MAIN 8 IN. DIA.	38 LF	125.00	4,750.00	158.00	\$6,004.00	165.40	\$6,285.20	315.00	\$11,970.00	170.53	\$6,480.14
21	DI PIPE FOR WATER MAIN 18 IN. DIA.	91 LF	275.00	25,025.00	287.00	\$26,117.00	191.83	\$17,456.53	375.00	\$34,125.00	490.55	\$44,640.05
22	DI PIPE FOR WATER MAIN 24 IN. DIA.	122 LF	325.00	39,650.00	429.00	\$52,338.00	350.49	\$42,759.78	850.00	\$103,700.00	645.25	\$78,720.50
23	DI PIPE FOR WATER MAIN 30 IN. DIA.	40 LF	400.00	16,000.00	911.00	\$36,440.00	823.05	\$32,922.00	1,200.00	\$48,000.00	1,506.00	\$60,240.00
24	WELL STATION PIPING	1 LS	70,000.00	70,000.00	58,448.00	\$58,448.00	263,970.34	\$263,970.34	64,000.00	\$64,000.00	94,440.00	\$94,440.00
25	GATE VALVE 8 IN.	2 EA	3,000.00	6,000.00	2,315.00	\$4,630.00	1,630.06	\$3,260.12	1,750.00	\$3,500.00	2,730.00	\$5,460.00
26	8 IN PRESSURE RELIEF VALVE	1 EA	5,000.00	5,000.00	22,679.00	\$22,679.00	15,870.80	\$15,870.80	10,000.00	\$10,000.00	25,440.00	\$25,440.00
27	FLOW METER	1 EA	35,000.00	35,000.00	38,401.00	\$38,401.00	31,119.02	\$31,119.02	10,500.00	\$10,500.00	36,240.00	\$36,240.00
28	ESC LEAD	1 LS	1,000.00	1,000.00	4,102.00	\$4,102.00	588.99	\$588.99	2,500.00	\$2,500.00	1,440.00	\$1,440.00
29	INLET PROTECTION	4 EA	100.00	400.00	207.00	\$828.00	29.45	\$117.80	180.00	\$720.00	300.00	\$1,200.00
30	SOD INSTALLATION	1077 SY	28.00	30,156.00	17.00	\$18,309.00	23.70	\$25,524.90	15.00	\$16,155.00	26.07	\$28,077.39
31	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	2,500.00	2,500.00	16,475.00	\$16,475.00	14,371.45	\$14,371.45	15,000.00	\$15,000.00	12,840.00	\$12,840.00
32	CEMENT CONCRETE CURB	22 LF	50.00	1,100.00	49.00	\$1,078.00	150.37	\$3,308.14	80.00	\$1,760.00	109.09	\$2,399.98
33	MODIFY FENCING,HOFFMAN WELL SITE	1 LS	2,500.00	2,500.00	3,988.00	\$3,988.00	2,728.42	\$2,728.42	2,500.00	\$2,500.00	4,080.00	\$4,080.00
34	MODIFY FENCING, CHAIN FENCE	1 LS	1,000.00	1,000.00	7,371.00	\$7,371.00	6,660.55	\$6,660.55	3,200.00	\$3,200.00	4,080.00	\$4,080.00
35	MODIFY FENCING, WOOD	1 LS	3,000.00	3,000.00	3,100.00	\$3,100.00	9,996.61	\$9,996.61	6,700.00	\$6,700.00	4,080.00	\$4,080.00
36	FENCING	102 LF	70.00	7,140.00	126.00	\$12,852.00	124.48	\$12,696.96	103.00	\$10,506.00	117.65	\$12,000.30
37	TEMPORARY CONSTRUCTION FENCING	150 LF	6.00	900.00	7.00	\$1,050.00	121.26	\$18,189.00	50.00	\$7,500.00	98.40	\$14,760.00
38	WELL STATION PUMP	2 EA	375,000.00	750,000.00	392,526.00	\$785,052.00	377,253.48	\$754,506.96	310,000.00	\$620,000.00	396,243.00	\$792,486.00
39	SYSTEM STARTUP, TESTING, AND HANDOVER	1 LS	10,000.00	10,000.00	4,584.00	\$4,584.00	5,889.94	\$5,889.94	15,000.00	\$15,000.00	22,320.00	\$22,320.00
40	WELL STATION ELECTRICAL	1 LS	1,014,043.00	1,014,043.00	869,533.00	\$869,533.00	819,468.30	\$819,468.30	670,000.00	\$670,000.00	803,841.60	\$803,841.60
Bid Total			\$2,635,821.00		\$2,407,635.00		\$2,540,642.73		\$2,578,607.00		\$2,805,992.61	

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

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Total</i>
ENGINEER'S ESTIMATE	2,635,821.00	0.00	0.00	0.00	0.00	0.00	2,635,821.00
LARIVIERE INC	2,407,635.00	0.00	0.00	0.00	0.00	0.00	2,407,635.00
HALME CONSTRUCTION INC	2,540,642.73	0.00	0.00	0.00	0.00	0.00	2,540,642.73
TML CONSTRUCTION INC	2,578,607.00	0.00	0.00	0.00	0.00	0.00	2,578,607.00
WESSLEN CONSTRUCTION INC	2,805,992.61	0.00	0.00	0.00	0.00	0.00	2,805,992.61

Low Bid Contractor: LARIVIERE INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	2,621,914.52	2,870,409.07	8.66 % Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	<u>2,621,914.52</u>	<u>2,870,409.07</u>	<u>8.66 % Under Estimate</u>



Agenda Sheet for City Council Meeting of:
07/12/2021

Date Rec'd	6/15/2021
Clerk's File #	OPR 2021-0447
Renews #	
Cross Ref #	
Project #	
Bid #	5349-21
Requisition #	RN 143

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	STEVE BURNS 625-7821
Contact E-Mail	SBURNS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4100 PAVING SERVICES - ON-CALL PUBLIC WORKS MAINTENANCE

Agenda Wording

Contract with Shamrock Paving, Inc. (Spokane, WA) for on-call paving services on an as-needed basis not to exceed \$250,000.00 annually excluding tax.

Summary (Background)

The Water department needs a contract to facilitate block-long asphalt repairs on a quick turn basis. ITB 5439-21 opened for bidding on 5/12/2021 and bids were accepted until 6/1/2021. Two bids were received. Award is correspondingly recommended to Shamrock Paving as the low responsive, responsible bidder. The resulting contract will be valid for three years with one optional annual renewal at mutual consent.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 250,000.00

Select \$

Select \$

Select \$

Budget Account

4100-42420-34148-54809-99999

#

#

#

Approvals

<u>Dept Head</u>	BURNS, STEVE
<u>Division Director</u>	TWOHIG, KYLE
<u>Finance</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	PIES 6/28/2021
<u>Council Sponsor</u>	CP BEGGS/CM CATHCART

Additional Approvals

Distribution List

<u>Purchasing</u>	PRINCE, THEA	lsearl@spokanecity.org
		rtreffry@spokanecity.org
		wateraccounting@spokanecity.org
		aduffey@spokanecity.org
		Taxes & Licenses

Briefing Paper

Public Infrastructure, Environment, & Sustainability Committee

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



CITY OF SPOKANE - WATER & HYDROELECTRIC SERVICES

914 E. North Foothills Drive
Spokane, Washington 99207
PHONE: 509.625.7800

PUBLIC WORKS BID TABULATION

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

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



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

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

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

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

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

1. TERM OF AGREEMENT.

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

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

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

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

4. COMPENSATION / PAYMENT.

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

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

5. TAXES, FEES AND LICENSES.

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

6. PREVAILING WAGES.

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

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

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

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

7. CITY OF SPOKANE BUSINESS LICENSE.

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

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

9. INDEMNIFICATION.

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

10. INSURANCE.

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

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

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

11. SUBCONTRACTOR RESPONSIBILITY.

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

12. INDEPENDENT CONTRACTOR.

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

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

13. ASSIGNMENT AND SUBCONTRACTING.

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

14. TERMINATION.

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

15. STANDARD OF PERFORMANCE.

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

16. ANTI KICK-BACK.

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

17. CONSTRUUAL.

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

18. DEBARMENT AND SUSPENSION.

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

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

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

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

20. MISCELLANEOUS PROVISIONS.

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

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

SHAMROCK PAVING, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

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

21-110

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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



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

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

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

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

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

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

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

Bid Response Summary

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

Question Responses

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

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

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

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

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

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

Pricing Responses

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

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/14/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Propel Insurance Seattle Commercial Insurance 601 Union Street, Suite 3400 Seattle, WA 98101-1371		CONTACT NAME: Emily Muir PHONE (A/C, No, Ext): 800 499-0933 E-MAIL ADDRESS: Emily.Muir@propelinsurance.com FAX (A/C, No): 866 577-1326															
INSURED Shamrock Paving, Inc. PO Box 939 Moses Lake, WA 98837		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : American Guarantee and Liability Ins.Co</td> <td>26247</td> </tr> <tr> <td>INSURER C : Sirius International Insurance Corp</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : American Guarantee and Liability Ins.Co	26247	INSURER C : Sirius International Insurance Corp		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :																	
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 INSR	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 <input checked="" type="checkbox"/> PD DED \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLA039838104	03/31/2021	03/31/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> PD DED 25,000 <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			GLA039838104	03/31/2021	03/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			AUC039848404	03/31/2021	03/31/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	GLA039838104 WA STOP GAP	03/31/2021	03/31/2022	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	POLLUTION LIAB			CPLS00012412	03/31/2021	03/31/2022	\$1,000,000 OCCURRENCE \$1,000,000 AGGREGATE \$10,000 DEDUCTIBLE

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

The General Liability, Auto Liability and Umbrella Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

City of Spokane Water Department is included as additional insured

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Water Department
 914 E North Foothills Dr
 Spokane, WA 99207

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

AUTHORIZED REPRESENTATIVE



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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLA039838104

Effective Date: 03/31/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
- 3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a.** Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b.** With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1)** Your acts or omissions; or
- (2)** The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a)** Only applies to the extent permitted by law;
 - (b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - (c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
- 4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a.** Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b.** With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

- (1)** Only applies to the extent permitted by law;
- (2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3)** Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, 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 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 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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

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

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

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

All other terms, conditions, provisions and exclusions of this policy remain the same.

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):

A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS HOWEVER, A GENERAL AGGREGATE LIMIT DOES NOT APPLY TO ANY CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP UP OR ANY OTHER CONSOLIDATED OR SIMILAR INSURANCE PROGRAM.

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.

Waiver Of Subrogation (Blanket) Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLA039838104	03/31/2021			Propel Insurance	\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLA039838104	03/31/2021					

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the 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.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or 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 leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

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

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

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

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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< **Business Lookup**

License Information:

[New search](#) [Back to results](#)

Entity name:	SHAMROCK PAVING, INC.
Business name:	SHAMROCK PAVING INC.
Entity type:	Profit Corporation
UBI #:	328-031-141
Business ID:	001
Location ID:	0002
Location:	Active
Location address:	110 N HAYFORD RD SPOKANE WA 99224-9555
Mailing address:	PO BOX 19263 SPOKANE WA 99219-9263

Excise tax and reseller permit status:


[Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this License #	Count	Details	Status	Expiration date	First issuance
Quincy General Business - Non-Resident			Active	Jul-31-2021	Jul-13-2020
Spokane General Business - Non-Resident	T12008193BUS		Active	Dec-31-2021	Oct-15-2012
Spokane Valley General Business - Non-Resident			Active	Dec-31-2021	May-21-2011

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
MAIERS, PAMP G	
MAIERS, PAMP M	

Registered Trade Names

Registered trade names	Status	First issued
<div>▼</div>		

Registered trade names	Status	First issued
MURPHY BROS.	Active	Feb-09-2012
MURPHY BROS. CO.	Active	Feb-09-2012
MURPHY BROS. COMPANY	Active	Feb-09-2012
MURPHY BROTHERS	Active	Feb-09-2012
MURPHY BROTHERS CO.	Active	Feb-09-2012
MURPHY BROTHERS COMPANY	Active	Feb-09-2012
SHAMROCK PAVING INC.	Active	Feb-04-2015

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
4/15/2021 3:51:46 PM



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

07/12/2021

Date Rec'd

6/14/2021

Clerk's File #

OPR 2017-0260

Renews #**Submitting Dept**

SOLID WASTE COLLECTION

Cross Ref #**Contact Name/Phone**

DUSTIN 625-7806

Project #**Contact E-Mail**

DDBENDER@SPOKANECITY.ORG

Bid #

4319-17

Agenda Item Type

Contract Item

Requisition #

VALUE BLANKET

Agenda Item Name

4500 ADDENDUM TO PURCHASE ADDITIONAL CONTAINERS FOR WEST PLAINS

Agenda Wording

Addendum to the contract with Rule Steel Tanks, Inc (Caldwell, ID) to purchase additional metal refuse and recycling containers for the West Plains Annexation -- estimated expenditure \$200,000 (including tax).

Summary (Background)

On Jan. 1, 2012, the City of Spokane annexed a 9.6 mile area to the west of Spokane commonly known as the West Plains Annexation (Ordinance C34749). A municipal franchise agreement was made with the current hauler, Torre Refuse & Recycling, LLC, d/b/a Sunshine Disposal & Recycling, for a total of eight (8) years (Ordinance C35662). Before expiration of the franchise agreement, the ordinance was amended to extend the terms for two (2) additional years. The City of Spokane will start

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 200,000

various

Select \$

#

Select \$

#

Select \$

#

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

BENDER, DUSTIN D.

Study Session\Other

PIES 06/28/2021

Division Director

TWOHIG, KYLE

Council Sponsor

CP Breean Beggs

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

ODLE, MARI

ddbender@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

rschoonover@spokanecity.org

Additional Approvals

jsalstrom@spokanecity.org

Purchasing

PRINCE, THEA

staci.vanostran@rulesteel.com/CONTRACT SIGNER

rhughes@spokanecity.org

tprince@spokanecity.org

Tax & Licenses



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

providing solid waste services to this area Jan. 1, 2022. In preparation for additional customers in the West Plains Annexation area, Solid Waste Collection needs to purchase additional metal refuse and recycling containers to have an adequate supply on hand. This area is predominately commercial and industrial, with few residential properties. The department currently has a value blanket contract with Rule Steel Tanks, Inc. which expires April 30,2022. The estimated annual expenditure is \$300,000. This would increase the annual contract amount by \$200,000 for its final year.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Infrastructure, Environment, and Sustainability

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

Background/History:

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

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

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

Executive Summary:

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

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

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:



City of Spokane

CONTRACT ADDENDUM

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

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

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

WHEREAS, additional work has been requested;

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

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

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

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

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

<p>RULE STEEL TANKS, INC.</p> <p>By: _____ <div style="text-align: center;">(signature)</div> </p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Email: _____</p>	<p>CITY OF SPOKANE:</p> <p>By: _____ <div style="text-align: center;">(signature)</div> </p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>ATTEST:</p> <p>_____ City Clerk</p>	<p>APPROVED AS TO FORM:</p> <p>_____ Assistant City Attorney</p>
----------------------------------------------------	------------------------------------------------------------------------------

Attachments that are part of this Contract Addendum:
Certificate Regarding Debarment

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

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

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

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

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)



Agenda Sheet for City Council Meeting of:

07/12/2021

Date Rec'd

6/23/2021

Clerk's File #

OPR 2018-0028

Renews #

Submitting Dept

PUBLIC WORKS

Cross Ref #

Contact Name/Phone

MARLENE FEIST 625.6505

Project #

Contact E-Mail

MFEIST@SPOKANECITY.ORG

Bid #

4417-17

Agenda Item Type

Contract Item

Requisition #

CR 22708

Agenda Item Name

4500 AMENDMENT TO LEASE AN ADDITIONAL TWELVE BIG BELLY SOLAR

Agenda Wording

Contract amendment with Big Belly Solar, LLC (Needham, MA) to lease an additional twelve receptacles in the downtown area -- annual estimated expenditure is \$26,352, with a one-time fee of \$9,251, plus applicable tax.

Summary (Background)

In 2018, the city entered into a contract with Big Belly Solar, LLC to lease a system of networked solar compacting waste stations throughout downtown and Riverfront Park. The notification software and compacting abilities improve collection efficiency for the Solid Waste Collection Department in the downtown area. These additional units will have one side to compact trash and the other side to accept recyclables.

Lease? YES

Grant related? NO

Public Works? NO

Fiscal Impact

Budget Account

Expense \$ 26,352 (plus tax) annually

4500-45100-37148-54501-19020

Expense \$ 9,251 (plus tax) one-time

4500-45100-37148-54501-19020

Select \$

#

Select \$

#

Approvals

Council Notifications

Dept Head

TWOHIG, KYLE

Study Session\Other

Finance & Admin

Division Director

TWOHIG, KYLE

Council Sponsor

Betsy Wilkerson

Finance

ALBIN-MOORE, ANGELA

Distribution List

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SCHOEDEL, ELIZABETH

SIGNER -- Contracts@bigbelly.com

For the Mayor

ORMSBY, MICHAEL

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ACCOUNTING -

BAIRD, CHRISTI

rschoonover@spokanecity.org

eschoedel@spokanecity.org

tprince@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

There is a one-time cost to ship the new stations and relocate four others. This is part of the Mayor's downtown cleanup initiative and an ongoing effort to keep this area welcoming to Spokane citizens and visitors. The city is working with the Downtown Spokane Partnership and other stakeholders to find the most advantageous locations to place the new stations.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

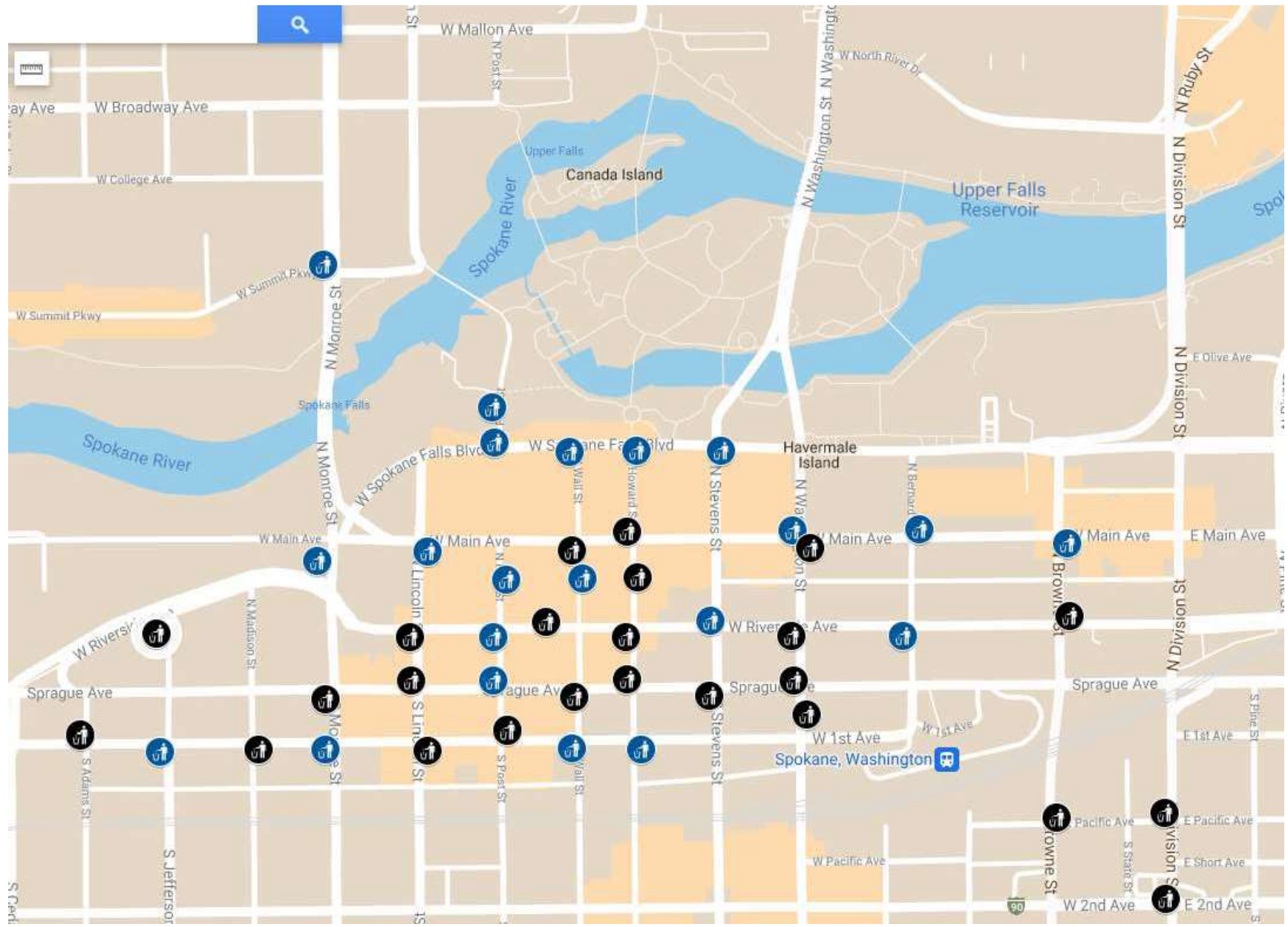
Tax & Licenses

Briefing Paper

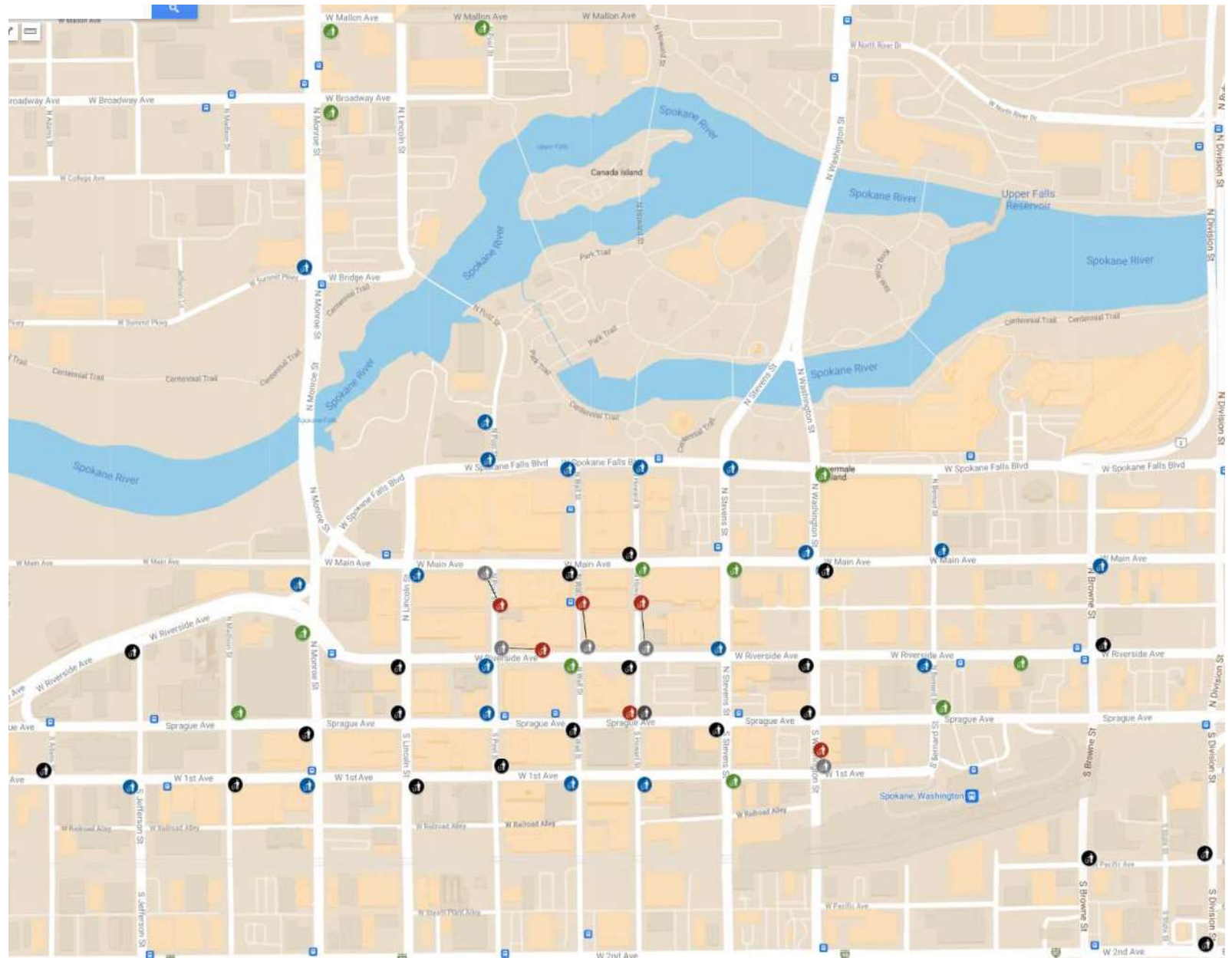
Finance & Administration

Division & Department:	Public Works Division & Street Department
Subject:	Big Belly Contract Amendment
Date:	6/14/2021
Author (email & phone):	Marlene Feist mfeist@spokanecity.org (509) 625-6505
City Council Sponsor:	Betsy Wilkerson
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	Urban Experience
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)	Contract Amendment to add additional Big Belly receptacles to the downtown area.
Strategic Initiative:	Innovative Infrastructure
Deadline:	June 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Approve contract amendment to add 12 additional Big Belly waste receptacles to be located in the downtown area.
Background/History: This is a contract amendment to the BigBelly contract (OPR 2018-0028), that will expand the Big Belly collection system by adding 12 additional units in downtown Spokane. The intent is to support goals around a clean and safe core for all citizens and visitors. The City will work with the Downtown Spokane Partnership and other stakeholders to identify locations to place the units.	
Executive Summary: <ul style="list-style-type: none"> • Add 12 double unit Big Belly waste receptacles in downtown Spokane area. The units include the solar trash compactor and a recycling receptacle. • Move 4 existing units to new locations to address current needs. • Additional monthly lease cost is \$2,196.00 bringing the total aggregate contract amount to 154,630.92 per year. That lease amount includes another 70 units in the core as well as 26 units in Riverfront Park. • The change also includes one-time costs of \$10,469 to pay to move the 4 units, ship the additional 12 units, and purchase one-time supplies. • The funding has been identified and is part of dollars designated for solid waste collection. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: N/A 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: N/A Known challenges/barriers: N/A	

Big Belly
Downtown Spokane
Current
June 2021



Green= New
Red=Move
Grey=New location





City of Spokane

CONTRACT AMENDMENT

Title: **DOWNTOWN SIDEWALK WASTE
RECEPTACLE REPLACEMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Big Belly Solar, LLC.**, whose address is 150 A Street, Suite 103, Needham, MA 02494 as ("**Contractor**"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract and Amendments wherein the **Contractor** agreed to provide for the City Networked Solar Compacting Waste Receptacle Replacements; and*

WHEREAS, additional equipment and hardware has been requested by the City; and

WHEREAS, relocation of current equipment and hardware has also been requested by the City, and thus the original Contract needs to be formally Amended by this written document.

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

1. CONTRACT DOCUMENTS.

The Contract, dated February 5, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on upon signature of the parties and shall end March 31, 2026.

3. ADDITIONAL WORK.

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

Additional 12 Double Units for Placement in the Downtown Area, as described in the Attachment 'A'.

Relocation of 4 Stations, as described in the Attachment 'B'.

4. COMPENSATION.

Additional Equipment: The City shall pay in accordance with the payment terms set forth, an additional annual amount of **TWENTY-SIX THOUSAND THREE HUNDRED FIFTY TWO AND NO/100 DOLLARS (\$26,352.00)**, as well as a One Time Fee of **SIX THOUSAND SIX HUNDRED**

EIGHTY AND NO/100 DOLLARS (\$6,680.00) for shipping, plus tax if applicable, for everything furnished and done under this Contract Amendment.

Relocation of Current Equipment: The City shall pay in accordance with the payment terms set forth, a one time fee in the amount of **TWO THOUSAND SEVEN HUNDRED NINETY NINE AND NO/100 DOLLARS (\$2,799.82)** for relocation equipment, plus tax if applicable, for everything furnished and done under the Contract Amendment.

The above listed is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

All other terms and conditions as contained in the Original Contract shall remain in full force and effect. In the event of a conflict, this Contract and its Amendments shall supersede.

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

BIG BELLY SOLAR 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 Agreement:

Big Belly Solar, LLC – Quote #Q38504-1 Executive Summary Proposal dated June 2, 2021. Any conflicts with the City contract terms in OPR 2018-0028 shall supersede Attachment “A”, Connect by Big Belly - Executive Summary Proposal.



Estimate

Date 6/9/2021
Estimate # 18468

Shipping Method Delivery
Shipping Code (2)

Big Belly Solar LLC
150 A Street
Suite 103
Needham MA 02494
United States

Bill To

Dustin Bender
City of Spokane WA
809 N Washington St
Spokane WA 99201
United States

Ship To

Dustin Bender
City of Spokane WA
809 N Washington St
Spokane WA 99201
United States

Notes

Quoted prices are in \$USD and exclude customs and brokerage fees.
Please submit credit card information or an approved purchase order.
Quoted prices are valid for 30 days.

Item	Quantity	Description	Rate	Amount
Service-Billable	4	Deinstall Station	250.00	1,000.00
Service-Installation	3	Service - Installation Single Station	300.00	900.00
Service-Installation	1	Service - Installation Double Station	500.00	500.00
KITBB50101	5	Anchor Bolt Kit - HC5, SC5.5, SC5	29.00	145.00

Subtotal 2,545.00
Shipping (Delivery) 26.00
Tax 228.82
Total \$2,799.82



Executive Summary Proposal

CITY OF SPOKANE WA

Program Overview

Connect LX is Bigbelly's turnkey smart city solution which delivers a connected smart waste and recycling platform and provides Customers with a partner to help deploy, manage, and optimize their customized solution over a 60-month term. This subscription-based service was designed to deliver a flexible, scalable, smart platform that transforms waste operations today, and enables Customers to benefit from the technology innovations of the future.

Connect LX 60 Month Term	
System Software <ul style="list-style-type: none"> CLEAN Management Console Licenses for Full Term CLEAN Mobile Software Licenses for Full Term 	Automated System Monitoring <ul style="list-style-type: none"> Automated System Diagnostics and Alerts
Equipment/Hardware <ul style="list-style-type: none"> Custom Configuration as Detailed Below 	Cleaning and Inspection <ul style="list-style-type: none"> Annual Comprehensive Station Cleaning Annual Station Inspection
Station Installation <ul style="list-style-type: none"> On-Site Installation for Stations 	Warranty <ul style="list-style-type: none"> Hardware Parts Warranty for Full Term Expanded Warranty Coverage for Battery End-of-Life Replacement and Network Communication Upgrades for Full Term
Setup and Training <ul style="list-style-type: none"> CLEAN Software Account Setup System Training & Onboarding 	Customer Support <ul style="list-style-type: none"> Customer Support Hotline and Trained Field Service Professionals
Equipment/Hardware Configuration	
12 HC5/SC5 Double Station with Ash Tray, Message Panels, and Foot Pedal	
Total Monthly System Cost	\$2,196.00

One Time Fees	
(12) Boxes of HC Bags (Box of 50)	\$402.00
(12) Boxes of SC Bags (Box of 100)	\$588.00
Shipping	\$6,680.00

¹Pricing is valid for 60 days from June 9, 2021.

²Sales Tax is NOT included in above pricing.

³Pricing is subject to Connect Program Terms and Conditions.

⁴Initial order of bags included in "One Time Fees". Please visit <https://wastezerobags.com/bigbelly/> for future orders.

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

07/12/2021

Date Rec'd

6/7/2021

Clerk's File #

OPR 2021-0448

Renews #**Submitting Dept**

FLEET SERVICES

Cross Ref #**Contact Name/Phone**

RICK GIDDINGS 509-710-5500

Project #**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR22665

Agenda Item Name

5100 - UPGRADE ICU AT BROADWAY REFUELING AND WASH SITES

Agenda Wording

Hardware updates to the Broadway Fuel Wash facility are necessary to upgrade ICUs that are running on outdated Windows platform. This technology investment is necessary to ensure full functionality of the facility in the future.

Summary (Background)

The Broadway Refueling/Wash Site has a variety of instrumentation control units (ICUs) that are currently running on a Windows 10 platform. This platform is no longer supported by AssetWorks and replacement parts for the ICUs are quickly becoming difficult to obtain. To ensure the continued use of this facility, it is necessary to invest in an upgrade of the underlying hardware. The work will be performed by Asset Works, who operate/maintain Fleet Services M5 system.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 68,646.40

5100-30210-48341-54804-99999

Expense \$ 39,342.47

4500-30210-37080-54804-99999

Select \$

#

Select \$

#

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

PAINE, DAVID

Study Session\Other

F&A 6-21-2021

Division Director

WALLACE, TONYA

Council Sponsor

CM Wilkerson

Finance

BUSTOS, KIM

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rgiddings@spokanecity.org**For the Mayor**

ORMSBY, MICHAEL

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Purchasing

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tbrazington@spokanecity.org

Briefing Paper

Finance and Administration Committee

Division & Department:	Finance – Fleet Services
Subject:	Upgrade instrumentation control units (ICU) at the Broadway Refueling/Wash Site
Date:	06/09/2021
Contact (email & phone):	Rick Giddings, rgiddings@spokanecity.org , 509-710-5500
City Council Sponsor:	CM Wilkerson
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	CIP
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approve contract
<p><u>Background/History:</u></p> <p>The Broadway Refueling/Wash Site, used to fuel and wash a majority of the City's vehicles, has a variety of instrumentation control units (ICUs) currently running on a Windows 10 platform. This platform is outdated and no longer supported by the software, AssetWorks, that interfaces with the City's fleet management application.</p> <p>This was a planned hardware upgrade for 2021. The total cost of the project is \$107,989, based on the latest attached quotes, including sales tax. The upgrades will be completed by vendor staff from AssetWorks, to ensure a smooth implementation and interface.</p> <p>The cost of the project will be allocated between the Solid Waste Fund, \$39,343, and Fleet Services Fund, \$68,646, based on the management of the site. The wash bays are managed by Solid Waste staff and the fueling island is managed by Fleet Services.</p>	
<p><u>Executive Summary:</u></p> <p>Staff requests City Council approve the contract to acquire and update the ICUs at the City's Broadway Fueling/Wash Site to ensure full functionality on the latest and compatible software platform. The one-time cost for the upgrade is estimated to be \$107,989, funded from both the Solid Waste Fund and Fleet Services Fund.</p>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



City of Spokane

CONTRACT

Title: **ICU UPDATE AT BROADWAY
REFUELING/WASH SITE**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **ASSETWORKS, LLC**, whose address is 998 Old Eagle School Road, Suite 1215 Wayne, Pennsylvania 19087, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide ICU Update at Broadway Refueling/Wash Site, in accordance with Company's Quotation No. Q-07219-1, attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall begin June 1, 2021, and run through May 31, 2022, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION.** The City shall pay the Company **ONE HUNDRED THOUSAND, NINE HUNDRED SEVEN AND 04/100 DOLLARS (\$100,907.04)**, excluding tax, for everything furnished and done under this Contract. This is the maximum amount to be paid under this 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.
4. **PAYMENT.** The Company shall send its application for payment to City of Spokane Fleet Services, 915 North Nelson Street, Spokane, Washington 99202. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
7. **AMENDMENTS.** This Contract may be amended at any time by mutual written agreement.

8. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this 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 this Contract.

9. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- 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
- 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 the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company 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 Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEMNIFICATION. The Company 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 Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company 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 Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability

and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company 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. 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.

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

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. 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 Company 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 Company.

16. 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 Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company 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.

17. AUDIT / RECORDS. The Company 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 Company 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.

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records

which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

19. 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.

ASSETWORKS, 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 Agreement:

Exhibit A – Certificate Regarding Debarment
Exhibit B – Company's Quotation No. Q-07219-1

21-085

EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Date (Type or Print)

EXHIBIT B



QUOTATION

AssetWorks LLC

998 Old Eagle School Road, Suite 1215
Wayne, PA 19087

Quote #: Q-07219-1
Date: 3/5/2021
Expires On: 6/3/2021
Account Manager: Jim Hammond
Email: jim.hammond@assetworks.com
Phone:

Ship To

Troy Hayden
City of Spokane
Fleet Management
915 N. Nelson St.
spokane, Washington 99202
United States
509-625-7777
thayden@spokanecity.org

Bill To

City of Spokane
Fleet Management
915 N. Nelson St.
Spokane, Washington 99202
United States

This price is issued pursuant to Agreements entered into between AssetWorks and the above named Customer. Pricing below is valid until 6/3/2021.

Fuel Hardware

Description	QTY	UNIT PRICE	Line Total
Windows 10 ICU Upgrade - SS - 2 Hose RFID HID/MAG	4	USD 6,464.04	USD 25,856.16
Windows 10 ICU Upgrade - SS - 4 Hose RFID HID/MAG	2	USD 6,862.78	USD 13,725.56
Windows 10 ICU Upgrade - SS - 12 Hose RFID HID/MAG	1	USD 8,083.41	USD 8,083.41
Windows 10 ICU Upgrade - SS - 16 Hose RFID HID/MAG	1	USD 8,408.91	USD 8,408.91
RFID Antenna - High Power w/mast adapters 2.4GHz FJ3	5	USD 1,173.00	USD 5,865.00
60G CFST Disk for Win10	6	USD 484.50	USD 2,907.00
Nozzle Transponder - Dual Mode FJ3 & 918MHz	34	USD 374.00	USD 12,716.00
Fuel Shipping	9	USD 125.00	USD 1,125.00
Fuel Hardware Total:			USD 78,687.04

Professional Services

Description	Line Total
Remote FJ3 Installation & Diagnostic Training Services	USD 1,640.00
Hardware Installation Services	USD 9,840.00
Remote FuelFocus Site Startup Services	USD 4,920.00
Project Management Services	USD 2,820.00

Description	Line Total
Travel Costs (to be billed at actual)	USD 3,000.00
Professional Services Total:	USD 22,220.00

Grand Total: USD 100,907.04

If you have any technical questions related to FuelFocus products and services, please contact Russ Whelan at (909) 921-6724 or russ.whelan@assetworks.com.

NOTES/ASSUMPTIONS

1. Unless Customer has a separate written and signed agreement with AssetWorks, this Order Schedule is subject to the Assetworks Online Master Agreement, as applicable, located at <https://www.assetworks.com/tc-fleet/> which is incorporated herein by reference.
2. This Order Schedule is based on the site being Fuel Management System Ready (FMS). FMS Ready means that all FuelFocus System pedestals will be mounted to the appropriate location. All conduits will be connected between the FuelFocus Controllers and pumps, junction boxes and breaker panels. Assumes all dispensers have pulsers and are fuel system compatible. All wires will be pulled and left disconnected at each end. See full FMS Ready Checklist below.
3. This Order Schedule does not include permits, permit fees or site as built drawings.
4. Prices are quoted in USD and are subject to any applicable state and/or local sales tax, import duties, PST, VAT. The pricing is based upon the quantities listed at the time of purchase. In the event that the number of licenses, assets or sites changes the pricing is subject to change.
5. This is a fixed price contract with payment due within 30 days of the date of an invoice. All licenses, hardware, and maintenance will be billed upon date of delivery. All services and travel will be invoiced monthly as incurred. Year 1 maintenance period will begin ninety (90) days from date of delivery.
6. Details of the warranty, which includes 1 year parts with telephone help desk support, can be found under Hardware Terms in the AssetWorks Online Master Agreement referenced above. Extended warranty plans are available for subsequent years.
7. Customer must have a tested network connection at the fuel island. This connection needs to be able to ping the FleetFocus Server successfully.
8. Site must have fuel in tanks, dispensers primed and ready to pump fuel for full site certification.
9. The following will apply to all Professional Services under the Order Schedule:
 1. Additional charges may apply if sites are not ready as described above for both services and travel.
 2. Travel: Expenses include actual costs for lodging, air and ground travel and per diem rates for meal expenses (corporate rate/government agreement).
 3. Professional Services engagements have 4-8 week lead time from execution of contract/order. When Professional Service days are contracted, they are removed from AssetWorks' capacity and considered sold to the customer, and as a result AssetWorks makes financial plans based upon the revenues it expects to achieve from the full performance of the contract. It is impossible for AssetWorks to know in advance whether or under what circumstances it would be able to resell the service days if the customer does not use them, either as the result of delaying or canceling meetings, tasks or deliverables. In most instances, when customers do not use the contracted time, AssetWorks is unable to resell those days or services. Even when days or services may be resold, it is costly to re-market the services, and such efforts divert effort to do so. While customer days have been held out of AssetWorks' capacity planning, AssetWorks may have turned away or delayed the start of other customers in order to meet AssetWorks' commitment to the customer. For these reasons, AssetWorks and the customer agree that in the event of delay or cancellation of scheduled project tasks and meetings at the customer's request within two weeks of execution, AssetWorks shall be due compensation equal to the contracted amount to deliver the services cancelled including any travel expenses incurred in preparation for the delayed or cancelled services.

FMS Ready Checklist for FuelFocus Island Controller System

The following represents a checklist of items that need to be performed to comply with "FMS Ready".

1. Have an electrical contractor mount the FuelFocus Island Controller pedestals and fasten to concrete.
2. Conduit Requirements
 1. Have electrician run a conduit from the master dispensers to pedestal as needed. Our electrical requirements to each FMS Island Controller are as follows:
 2. We will need dedicated power from a circuit breaker panel to each FuelFocus Island Controller. The power for each FMS Controller can be pulled off one circuit breaker.

3. We will need a dedicated conduit back to the building from each FMS Controller for communication wiring unless RF LAN connectivity will be used. These may be looped also. Please note that a maximum cable length for CAT5/6 is 300 feet.
4. We will need one conduit from the pedestal to be terminated in the dispenser electrical junction box.
5. We will either need:
 1. A second conduit from the pedestal to the pulser junction box in the dispenser, or
 2. The pulser junction box in the dispenser piped over to the electrical junction box in the dispenser
3. Contractor must mount RFID Antenna centrally to all fuel lanes if RFID option is purchased. Must have conduit from nearest FuelFocus Island Controller to this point. Please discuss location with AssetWorks Project Team.
4. (For Transit Lanes only) Mount Banner sensor in each fuel lane and run conduit from sensor to respective FuelFocus Island Controller.
5. Cable Requirements:
 1. Have electrician pull the following cables - leaving at least three feet extra to extend above the top of the pedestal and as much as possible to fit in the electrical junction box within the dispensers: The items lettered below correspond with the same letter of the conduit above.
 2. Three 14AWG minimum THHN gas/oil resistant wires for power, neutral, ground to each FMS Controller from breaker panel. Terminate at panel, wire nut FMS System ends and mark breaker. Lock breaker in off position
 3. Pull whatever cable is appropriate based on Customer demands and location parameters to ensure a reliable TCP/IP ethernet connectivity at the fuel island to each Island Control Unit. This may be a CAT5/6 cable, fiber optics or RF Ethernet connectivity. If the TLS Interface option is chosen, there are two methods of connecting the Veeder Root console to FuelFocus. The first method is via a RS232 card installed in the Veeder Root (Customer responsibility). While this is a less expensive option – RS232 is only rated to communicate effectively if the distance between the Veeder Root and the nearest FuelFocus Controller does not exceed fifty (50) feet. If RS232 is used, a four conductor shielded cable must be installed between the two. Veeder Root connectivity can also be achieved via TCP/IP as an option. This method requires the installation of a ethernet card in the Veeder Root console, and then a CAT5/6 network connection run from the Customers network to the Veeder Root – keeping in mind CAT5/6 distance limitations shown above. Procurement, installation, and configuration and programming of either method are the Customer responsibility.
 4. Pull four 14AWG minimum THHN gas/oil resistant wires to each pump/dispenser (eight if it is a two hose pump/dispenser) electrical junction box for control wiring. One of these wires should be white for neutral. Dispenser must be able to have handle wired hot at all times when using RFID technology and solenoid will be used for system control.
 5. Pull a four conductor 22AWG minimum shielded cable to the dispenser for pulser communication. Please consult with an AssetWorks technician if these distances exceed three hundred (300) feet.
 6. Pull the CAT5/6 wire included with WAF Antenna to the FuelFocus Island Controller along with a single 14AWG THHN green wire for grounding purposes.
 7. (For Transit Lanes only) Pull included cable for Banner Sensor through conduit. Extend length if needed.

Call AssetWorks to schedule a date for final terminations when all of the above is done.

Note - All wiring and conduits identified above describe what is needed for the FuelFocus Island Controller System only. This document assumes wiring for the station and dispensers has already been completed.

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

07/12/2021

Date Rec'd

6/18/2021

Clerk's File #

OPR 2021-0449

Renews #**Submitting Dept**

FLEET SERVICES

Cross Ref #**Contact Name/Phone**

RICHARD GIDDINGS 509 625 7706

Project #**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

Bid #

RFP 5453-21

Agenda Item Type

Contract Item

Requisition #

RN178

Agenda Item Name

5100 MASTER CONTRACT FOR MISC. WELDING SERVICES

Agenda Wording

Master Contract with Industrial Welding Co. Inc, Spokane, WA, for On-Call Miscellaneous Welding/Fabrication Services, to include Hydraulic Cylinder Repair, and Machine Shop Services-As Needed. Valid 9/1/2021-7/31/2026. Annual Est Spend \$250,000 w/Tax

Summary (Background)

On 7/14/2021 bidding closed on RFQ 5453-21. Bid was issued to enable multiple awards to City the flexibility to allocate requirements among awarded contractor's shops to prevent inundation, and to best meet the City's needs in reducing turn-around time. The Master Contract would be utilized by Fleet Services and Solid Waste Collections. Two responses were received. Bid RFQ 5453-21 was a public bid issued via ProcureWare and advertised in the Gazette.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 250000

VARIOUS

Select \$

#

Select \$

#

Select \$

#

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

GIDDINGS, RICHARD

Study Session\Other

PIES 6/28/2021

Division Director

WALLACE, TONYA

Council Sponsor

CP Beggs

Finance

ORLOB, KIMBERLY

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rschoover@spokanecity.org

jlargent@spokanecity.ort

DocuSign: industrialweldingaccounts@comcast.net

Briefing Paper

Public Infrastructure, Environmental & Sustainability Committee

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

Background/History:

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

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

Executive Summary:

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

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



City of Spokane

MASTER PURCHASED SERVICE CONTRACT

**Title: ON-CALL MISCELLANEOUS
WELDING-FABRICATION SERVICES**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **INDUSTRIAL WELDING CO., INC.**, whose address is 1203 North Green Street, Spokane, Washington 99202, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK.

The Company 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-Call Miscellaneous Welding-Fabrication Services, to include Hydraulic Cylinder Repair, and Machine Shop Services - As Needed**, RFP 5453-21. Company's Response to RFP is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Purchases Service Contract controls.

Industrial Welding will be contacted first to perform the work, in the event company does not have capacity to meet City's request, City will contract with MFG Precision.

2. TERM OF CONTRACT.

The term of this Contract begins on August 1, 2021, and shall run through July 31, 2026, unless amended by written agreement or terminated earlier under the provisions.

3. TERMINATION.

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

4. COMPENSATION / PAYMENT.

The City shall compensate the Contractor in accordance with Request for Proposal, Proposal Response and pricing schedules, included herein by reference. Payment will only be made for products or services requested, received and accepted. This is a unit-price contract with no guarantee of payment amount. The City estimates an annual amount of **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**, excluding tax, per year, unless modified by a written amendment to this Contract.

The Company shall submit its applications for payment to the applicable department that requested the services being invoice: Fleet Services, 915 N. Nelson St, Spokane, Washington 99202, or Solid Waste Collections, 915 N. Nelson St, Spokane, Washington 99202. **Payment will be made via direct**

deposit/ACH within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. 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 Title 48 RCW:

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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this 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 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 forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Contract, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Contract. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Contractor's services under this Contract, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) 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.

6. 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 Contract, 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 Contract.

7. TAXES, FEES AND LICENSES.

A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company 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.

9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this 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 Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

10. DEBARMENT AND SUSPENSION.

The Company 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.

11. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its sub-contractors 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.

12. ASSIGNMENT AND SUBCONTRACTING.

The Company shall not assign or subcontract its obligations under this Contract without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Contract, except as otherwise provided. The

Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Contract, whether before or after City consent, assignment or subcontract.

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional company performing the same or similar services at the time the services under this Contract are performed.

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

15. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this 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 this Contract.

16. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications:** This Contract may be modified by the City in writing when necessary, and no modification or Amendment of this Contract shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.

C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have

become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Contract:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire Contract between the City and the Company. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.

H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.

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 by having legally-binding representatives affix their signatures below.

INDUSTRIAL WELDING CO., 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:

Exhibit A – Certification Regarding Debarment
Exhibit B - Company's Response to RFP

**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.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

EXHIBIT B



Agenda Sheet for City Council Meeting of: 07/12/2021

<u>Date Rec'd</u>	6/21/2021
<u>Clerk's File #</u>	OPR 2021-0450
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFP 5453-21
<u>Requisition #</u>	RN181

<u>Submitting Dept</u>	FLEET SERVICES
<u>Contact Name/Phone</u>	RICHARD GIDDINGS 509 625 7706
<u>Contact E-Mail</u>	RGIDDINGS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5100 MASTER CONTRACT FOR MISC. WELDING SERVICES

Agenda Wording

Master Contract with MFG Precision, Spokane, WA for On-Call Miscellaneous Welding/Fabrication Services, to include Hydraulic Cylinder Repair, and Machine Shop Services-As Needed. Valid 9/1/2021-7/31/2026. Annual Est Spend \$150,000 w/Tax.

Summary (Background)

ON 7/12/2021 bidding closed on RFQ 5453-21. Bid was issued to enable multiple awards to provide City the flexibility to allow requirements among awarded contractor's shops to prevent inundation, and to best meet the City's needs in reducing turn-around time. The Master Contract would be utilized by Fleet Services and Solid Waste Collections. Two responses were received. Bid RFQ 5453-21 was a public bid issued via ProcureWare and advertised in the Gazette.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 150,000

Select \$

Select \$

Select \$

Budget Account

VARIOUS

#

#

#

Approvals

Dept Head GIDDINGS, RICHARD

Division Director WALLACE, TONYA

Finance ORLOB, KIMBERLY

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Purchasing PRINCE, THEA

Council Notifications

Study Session\Other PIES 6/28/2021

Council Sponsor CP Beggs

Distribution List

RGiddings@spokanecity.org

rrinderle@spokanecity.org

rhuges@spokanecity.org

rschoover@spokanecity.org

jlargent@spokanecity.org

DocuSign: brandon@mfgprecision.com

Briefing Paper

Public Infrastructure, Environmental & Sustainability Committee

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

Background/History:

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

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

Executive Summary:

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

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



City of Spokane

MASTER PURCHASED SERVICE CONTRACT

Title: **ON-CALL MISCELLANEOUS
WELDING-FABRICATION SERVICES**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KURTISFACTOR LLC, d/b/a MFG PRECISION**, whose address is 3703 East Central Avenue, Spokane, Washington 99217, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK.

The Company 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-Call Miscellaneous Welding-Fabrication Services, to include Hydraulic Cylinder Repair, and Machine Shop Services - As Needed**, RFP 5453-21. Company's Response to RFP is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Purchases Service Contract controls.

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Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

15. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this 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 this Contract.

16. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications:** This Contract may be modified by the City in writing when necessary, and no modification or Amendment of this Contract shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.

C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have

become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Contract:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire Contract between the City and the Company. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.

H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.

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 by having legally-binding representatives affix their signatures below.

KURTISFACTOR LLC, d/b/a MFG PRECISION

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 – Certification Regarding Debarment
Exhibit B - Company's Response to RFP

**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.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

EXHIBIT B

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

07/12/2021

Date Rec'd

6/28/2021

Clerk's File #

OPR 2021-0451

Renews #**Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

ALI BRAST 6638

Project #**Contact E-Mail**

ABRAST@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

4700 - MFTE FOR 120 W 3RD AVE

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with The Imperial Apts., LLC for the conversion of an existing motel into 92 studio apartments at 120 W 3rd Ave, Parcel Numbers 35191.1215 and 35191.1216.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals**Dept Head**

WEST, JACQUE

Division Director

WEST, JACQUE

Finance

ORLOB, KIMBERLY

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session\Other**

UE 7/12/2021

Council Sponsor

CM Lori Kinnear

Distribution List

mvanderkamp@spokanecity.org

abrast@spokanecity.org

jwest@spokanecity.org

kbecker@spokanecity.org

rbenzie@spokanecity.org

Additional Approvals**Purchasing**

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and IMPERIAL LLC, as "Owner" whose business address is 17933 NW EVERGREEN PKWY # 300, BEAVERTON, OR, 97006.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

RAILROAD 4TH LTS 1 THRU 8 BLK 111 & RAILROAD 4TH LTS 16 THRU 24 BLK
111

Assessor's Parcel Number(s) **35191.1215 & 35191.1216**, commonly known as **120 W 3RD AVE.**

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the

rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 90 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final

Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2021

CITY OF SPOKANE

IMPERIAL LLC

By:_____

Mayor, Nadine Woodward

By:_____

Its:_____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Briefing Paper

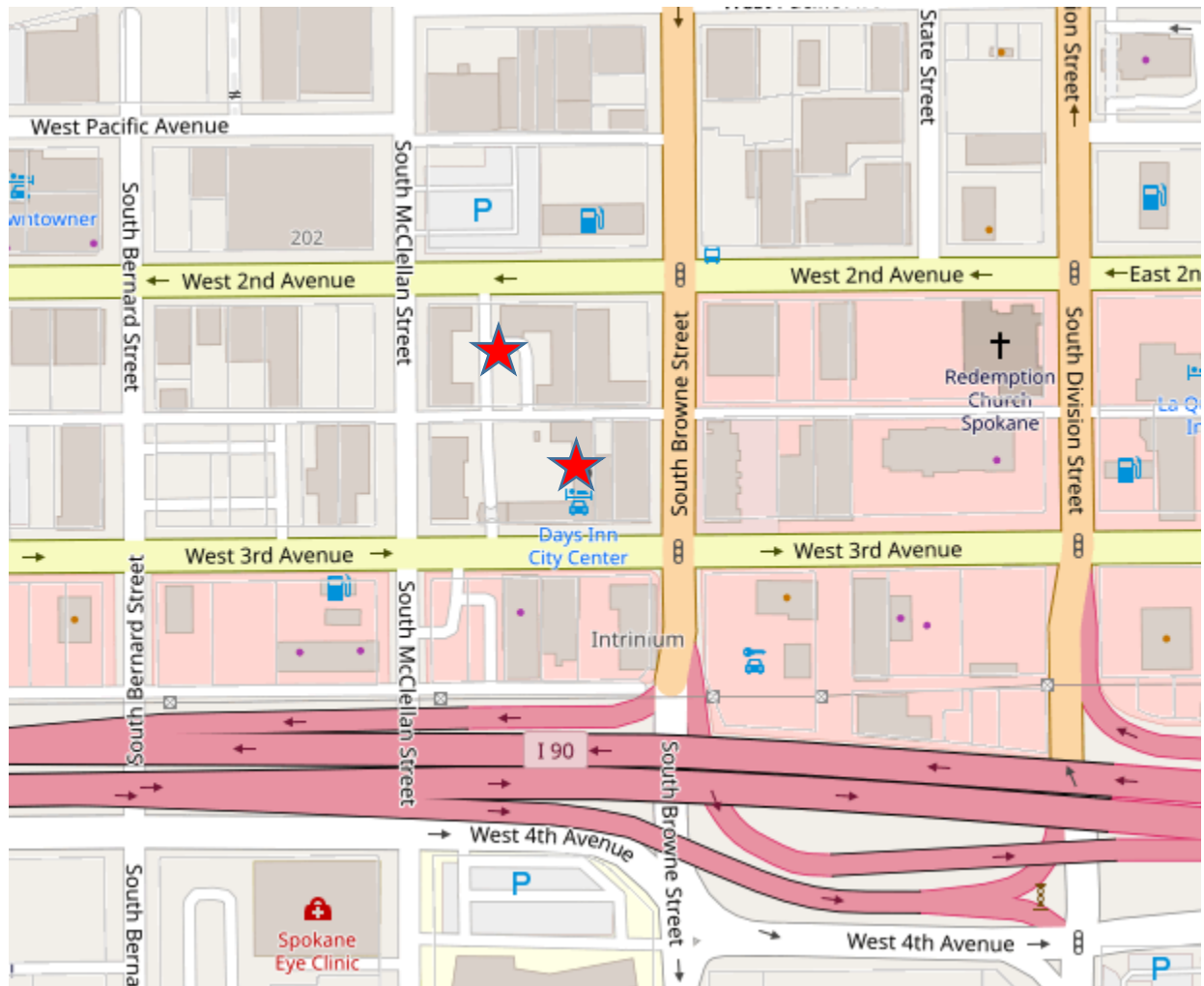
Urban Experience Committee

Division & Department:	Development Services Center
Subject:	MFTE Conditional Contract
Date:	July 12, 2021
Contact (email & phone):	Ali Brast (abrast@spokanecity.org , 625-6638)
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	TBD
Committee(s) Impacted:	Urban Experience
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)	SMC 08.15 Multi-Family Housing Property Tax Exemption
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p>Background/History: Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> Applicant applying for a conditional contract to convert the old Days Inn at 120 W 3rd Ave into 92 studio apartments. Property is zoned Downtown South; use is allowed. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

Tax Abatement Information:

2019 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator	
Project Name: Imperial Apartments	
Number of units in the project	92
*Average Property Value Exempt per unit	\$121,094
Estimated City Property Tax forgone annually per unit	\$4,790
Estimated Property Tax saved per project annually	\$151,513
Enter the number of years of MFTE (8 or 12)	8
Estimated Property Tax saved during the term of exemption	\$1,212,105
Estimated City Tax forgone during the term of exemption per unit	\$38,324
Estimated City Tax forgone during the term of exemption all units	\$306,591
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
<small>*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments</small>	

Site Map:



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

07/12/2021

Date Rec'd

6/29/2021

Clerk's File #

OPR 2021-0452

Renews #**Submitting Dept**

HISTORIC PRESERVATION

Cross Ref #**Contact Name/Phone**

MEGAN DUVALL 625-6543

Project #**Contact E-Mail**

MDUVALL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0470-HUNTER-BRODRECHT HOUSE NOMINATION TO THE REGISTER OF HISTORIC PLACES

Agenda Wording

Recommendation to list the Hunter-Brodrecht House, 529 W Cleveland Ave, on the Spokane Register of Historic Places.

Summary (Background)

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Hunter-Brodrecht House has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

DUVALL, MEGAN

Study Session\Other**Division Director**

DUVALL, MEGAN

Council Sponsor**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

mduvall@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

lcamporeale@spokanecity.org

Additional Approvals

sbishop@spokanecity.org

Purchasing

moving_in_grace@yahoo.com

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

Hunter-Brodrecht House – 529 W Cleveland Avenue

FINDINGS OF FACT

1. SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."

- Originally built in 1906; the Hunter-Brodrecht House meets the age criteria for listing on the Spokane Register of Historic Places.

2. SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D).

- The Hunter-Brodrecht House meets Spokane City/County Register of Historic Places **Category C**, as a property that embodies the distinctive characteristics of a type and period of construction. It is a very good example of an early Craftsman bungalow that retains very good integrity on the exterior and interior.
- The one-and-one-half-story house has features that are typical of the type, including a moderately pitched roof, full-width front porch, extended rafter ends, and knee brackets. Prominent features of the house include stylish three-part windows at the second level facing both the Cleveland and Howard Street frontages and shaped rafter ends, a clinker brick chimney, and square bays with shed roofs.
- On the interior, the basalt rock fireplace and boxed beams are distinctive. The house features a central, straight run stair and a front parlor that is reminiscent of the earlier Victorian era, as is the arrangement of rooms. Another distinctive feature is the fact that the fixtures, including light fixtures, are all original.
- The house was built by a well-known and prolific builder, James A. Hunter, who built many attractive homes in the Corbin Park neighborhood in the first part of the twentieth century.
- The property's period of significance is identified as the year it was built: 1906 the period when the home was built to the time when it was sold by Lottie Ford in 1940 (the conclusion of its occupation by the Brodrecht family 1913-1940).

3. SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association." *From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."*

- The Hunter-Brodrecht House is remarkably well-preserved and is architecturally significant as a very good example of the Craftsman architectural style and the bungalow house form in Spokane.

4. Once listed, this property will be eligible to apply for incentives, including:

Special Valuation (property tax abatement), Spokane Register historical marker, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated the Hunter-Brodrecht House according to the appropriate criteria at a public hearing on 6/16/21 and recommends that the Hunter-Brodrecht House be listed on the Spokane Register of Historic Places.

After Recording Return to:
City of Spokane Clerk
808 W Spokane Falls Blvd
Spokane, WA 99201

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

*LOT 14, BLOCK 14, CORBIN PARK ADDITION, ACCORDING TO PLAT RECORDED IN
VOLUME "D" OF PLATS, PAGE 61, IN THE CITY OF SPOKANE, SPOKANE COUNTY,
WASHINGTON.*

*Parcel Number(s) 35071.1614, is governed by a Management Agreement between the City of Spokane and the
Owner(s), Richard G. and Judy A. Mandeville, of the subject property.*

*The Management Agreement is intended to constitute a covenant that runs with the land and is entered into
pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the
property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating
Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.*

*Said Management Agreement was approved by the Spokane City Council on _____. I certify
that the original Management Agreement is on file in the Office of the City Clerk under File No. _____.*

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated: _____

Dated: _____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **16th** day of **June 2021**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Richard G and Judy A Mandeville** (hereinafter "Owner(s)"), the owner of the property located at **529 West Cleveland Avenue** commonly known as the **Hunter-Brodrecht House** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.

Owner

Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER

MAYOR

Megan M.K. Duvall

Nadine Woodward

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ (he/she/they) signed the same as _____ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2021.

Notary Public in and for the State
of _____, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2021.

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

Attachment A

Secretary of The Interior's Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Spokane Register of Historic Places Nomination

*Spokane City/County Historic Preservation Office, City Hall, Third Floor
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337*

1. Name of Property

Historic Name: Hunter-Brodrecht House
Common Name: Brodrecht House

2. Location

Street & Number: 529 W. Cleveland Avenue
City, State, Zip Code: Spokane, WA 99205-3212
Parcel Number: 35071.1614

3. Classification

Category	Ownership	Status	Present Use
<input checked="" type="checkbox"/> building	<input type="checkbox"/> public <input type="checkbox"/> both	<input checked="" type="checkbox"/> occupied	<input type="checkbox"/> agricultural <input type="checkbox"/> museum
<input type="checkbox"/> site	<input checked="" type="checkbox"/> private	<input type="checkbox"/> work in progress	<input type="checkbox"/> commercial <input type="checkbox"/> park
<input type="checkbox"/> structure			<input type="checkbox"/> educational <input checked="" type="checkbox"/> residential
<input type="checkbox"/> object	Public Acquisition	Accessible	<input type="checkbox"/> entertainment <input type="checkbox"/> religious
	<input type="checkbox"/> in process	<input type="checkbox"/> yes, restricted	<input type="checkbox"/> government <input type="checkbox"/> scientific
	<input type="checkbox"/> being considered	<input checked="" type="checkbox"/> yes, unrestricted	<input type="checkbox"/> industrial <input type="checkbox"/> transportation
		<input type="checkbox"/> no	<input type="checkbox"/> military <input type="checkbox"/> other

4. Owner of Property

Name: Judy and Richard Mandeville
Street & Number: 529 W. Cleveland Avenue
City, State, Zip Code: Spokane WA 99205-3212
Telephone Number/E-mail: moving_in_grace@yahoo.com

5. Location of Legal Description

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number:	1116 West Broadway
City, State, Zip Code:	Spokane, WA 99260
County:	Spokane

6. Representation in Existing Surveys

Title:
Date: NA ☐ Federal ☐ State ☐ County ☐ Local
Depository for Survey Records: Spokane Historic Preservation Office

7. Description

Architectural Classification

Condition

- ☒ excellent
☐ good
☐ fair
☐ deteriorated
☐ ruins
☐ unexposed

Check One

- ☒ unaltered
☐ altered

Check One

- ☒ original site
☐ moved & date _____

Narrative statement of description is found on one or more continuation sheets.

8. Spokane Register Categories and Statement of Significance

Applicable Spokane Register of Historic Places category: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:

- ☐ A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- ☐ B Property is associated with the lives of persons significant in our past.
- ☒ C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory history.
- ☐ E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

Narrative statement of significance is found on one or more continuation sheets.

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property: .14

Verbal Boundary Description: Boundary is the full extent of the subject parcel

Verbal Boundary Justification: Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

Name and Title: Diana J. Painter, PhD
Organization: Painter Preservation
Street, City, State, Zip Code: 3518 N. C Street, Spokane, WA 99205
Telephone Number: 707-763-6500
E-mail Address: dianajpainter@gmail.com
Date Final Nomination Heard:

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)

14. For Official Use Only:

Date nomination application filed: _____

Date of Landmarks Commission Hearing: _____

Landmarks Commission decision: _____

Date of City Council/Board of County Commissioners' hearing: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.

Megan Duvall
City/County Historic Preservation Officer
City/County Historic Preservation Office
Third Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Summary

The house at 529 W. Cleveland is one-and-one-half stories tall with a rectangular footprint and a moderately pitched, side gable roof with large front- and rear-facing gables. The deep front porch extends the full width of the house and is enclosed with simple vertical balusters. The building's eaves are deep with extended rafter ends, supported by angle brackets. Also located on the .14-acre lot is a 1952 garage directly on the alley, with the ridgeline oriented east-west. This is typical of the neighborhood. The wood-frame house is finished in drop siding with coursed shingles at the second level. A broad belt course encircles the building between the foundation and horizontal wood siding. The house also features a plain frieze board and corner boards. The foundation is rusticated basalt stone, and the roof is clad in composition shingle. The Craftsman bungalow was constructed in 1906 and built by James A. Hunter. It has very good integrity and is in excellent condition.

Location and Setting

The Hunter-Brodrecht House is located in the Corbin Park neighborhood of northwest Spokane. The neighborhood is flanked by the north-south Monroe Street to the west and Division Street to the east. To the north is the curved W. Cora Avenue, which follows the base of the North Hill and that transitions to a higher elevation along the Garland Street corridor. Also to the north is Corbin Park itself, the historical site of a racetrack that is now a twelve-acre park that is the heart of the Corbin Park Historic District. The subject residence is about one block south of Corbin Park, at the corner of W. Cleveland Avenue and N. Howard Street. The house faces north, overlooking W. Cleveland.

The Corbin Park Historic District was listed on both the Spokane Register of Historic Places and the National Register of Historic Places in 1992 as a district consisting of 80+ properties. Originally part of the Washington-Idaho Fairgrounds, the interior oval was converted to a park after being donated to the city in 1902. The park was redesigned by the Olmsted Brothers landscape firm of Brookline, MA in 1909. What was formerly the racetrack is the boundary of the park. The historic district, which is about one parcel deep around the perimeter of the park was developed by D.C. Corbin as the Corbin Park Addition. The houses were built from 1899 to the mid-1920s. There is a great deal of continuity between the Corbin Park Historic District and the neighborhood in which this house is located. This can be seen primarily in the large Craftsman bungalows in the vicinity of the subject house and the mature street trees in the neighborhood. Also like Corbin Park, the neighborhood's blocks are oriented east-west, with east-west alleys and separated sidewalks. The block within which 529 W. Cleveland Avenue is located is long, combining two blocks between N. Howard Street and N. Washington Street.

Description of Exterior

The following is a description of the exterior of the building, beginning with the front (north) façade and moving clockwise around the building.

Front (north) façade. The front of the Hunter-Brodrecht House is symmetrical. The front porch, which features three bays separated by heavy wood posts, has a wood floor. The wood balustrade has tightly spaced, narrow, square balusters. The porch is accessed via six synthetic wood and one aggregate concrete step that extends the width of the central bay. A narrow flat metal railing, which likely dates from the post-World War-II era, extends down the center of the stairs. The stair leads to the centered wood door, which is broad, with a single light in the upper portion. Flanking the entry door are two large, fixed windows with the one lighting the parlor being slightly larger. Centered above the entry, at the second level, is a large gabled dormer, which has a three-part window that consists of a central short, fixed window flanked by one-over-one-light, double-hung windows. This ensemble features wood surrounds topped by crown molding.

West side façade. The west side façade features two, one-story square bays. The larger bay is located toward the front of the building (right behind the porch) and a second smaller bay is near the back corner of the house. Both are covered with shed roofs with extended rafter ends. A broad clinker brick chimney extends from the center of the front square bay through the roof. The larger bay features two narrow, one-over-one-light, double-hung windows on each side which flank the fireplace on the interior. The smaller bay has a paired, one-over-one-light, double-hung window. Between the two bays, at the lower level, is a shorter fixed window. At the second level is a three-part window of the same design as the window in the dormer on the front façade. This is flanked by smaller, fixed windows with round porthole panes. Centered under the gable end is a louvered vent. All windows align at the top and are connected by a contrasting belt course at both the first and second levels.

Rear (south) façade. The rear façade has seen a few changes. The center bay rises two stories, terminating in a gabled dormer that has some of the same features as the front dormer, like extended rafter tails and knee brackets. It is narrower, however, with a horizontally oriented, paired window with single lights. Below, on the main level, is a modern pop-out bay window, with a single light in the center flanked by canted, single-light, casement windows. It has a hip roof. To the left (west) side is a small addition that is covered by an extension of the gable roof. This was originally a small, covered porch that has been enclosed. To its left is a broad, one-over-one-light window with a wood surround and crown molding. To the right of the central bay is the rear entry. This is also covered by an extension of the gable roof which is supported by a simple square post. The wood porch leading to this entry is small and nearly square. It is accessed via four concrete steps. To its right is an angled entry to a coal chute that is covered with a hinged, two-leaf door. A small glass block window is located on this half of the ground floor, which lights the kitchen.

East side façade. The east side façade has a broad central square bay with a similar design as the bays on the west façade. The bay is one story and covered by a shed roof with extended rafter ends. At the first level is a one-over-one-light, double-hung window within the bay and one toward the front of the house, near the porch. At the back of the house is a new vinyl-frame, double-hung windows with eight-over-eight lights. At the

upper level are two centered, one-over-one-light windows above the square bay. These are flanked by smaller fixed porthole windows, similar to those found on the west side façade.

Changes over time. A historical photo shows that the front porch was originally open, without a balustrade. A Sanborn Fire Insurance map confirms that a small porch on the west side of the rear façade has been enclosed. At the first level on the rear façade the modern pop-out bay window has been added. A small glass block window on the east side of the rear façade was also likely added at some point. The vinyl window in the kitchen (on the east side façade) is new. The house has very good exterior integrity.

Description of Interior

Main (first) floor. The Hunter-Brodrecht House has an interior that has more Victorian-era characteristics than a later Craftsman bungalow, which is not uncommon in a building from the early twentieth century. The house has an enclosed central hall design.¹ The entry opens into the living room, which is the right (west) side of house. The entry door has a tall single light in the upper portion, above a raised panel. At the far end of the room is a striking fireplace of rusticated basalt. This is flanked by the tall, narrow, one-over-one-light windows that can be seen on either side of the square bay on the exterior. To the left (east) is the front parlor, which is accessed through a set of double, multi-light French doors.

Past the living room and parlor is a small hall that is oriented east-west. This hall-like room is paneled with built-in bench seating on the back wall. At the end of the hall to the right (west) is a small music room. There is also an entry to the living room here, just to the right of the stairs. To the left (east) this hall leads to a small north-south hall. At the north end is a door to the parlor on the front of the house. At the south end is the entry to the kitchen. Straight ahead is an entry to a bathroom. The kitchen, which was remodeled in 1995 (the island was added in 2018), has a U-shaped plan with a small central island. The kitchen sink is oriented toward the new double-hung vinyl window on the east wall. On the west wall of the kitchen is a large, built-in cabinet with leaded glass windows, a feature that is often found in Craftsman houses. Straight ahead is the secondary entry to the house, on the back wall. Centered on the back wall of the house is a small eating area that faces the rear yard. In back of this eating area is the door to the basement stairs. On the west side of the eating area is a door to the dining room.

Second Floor. The second floor is accessed via the stair that is across the east-west hall and opposite from the main entry door. The top of the stair terminates at a landing that is centered within the back bay on the house. The broad hall is oriented north-south, running parallel to the stairway to the west. This hall accesses three bedrooms, one to each side and one centered on the front, north side of the house; a bathroom; and storage under the eaves. An unusual feature of the hall is that it is separated from the stair by a

¹ Herbert Gottfried and Jan Jennings, *American Vernacular, Buildings and Interiors, 1870-1960*. New York, NY: W.W. Norton & Company, Inc., 2009 (1985):200.

heavy chain balustrade supported by simple posts typical of a Craftsman house. Another unusual feature is there is about a foot-wide ledge that runs along the west side of the stair, which is used as a display area.

Most of the house has original hardware on doors and windows and original light fixtures. Many of the fittings are brass or brass colored. The woodwork throughout the house is broad and simple and stained a dark color, typical of a Craftsman house. Most of the interior doors have five-panel doors. Many of the double-hung windows have shorter upper panes and larger lower panes. The architectural details of the house – excluding remodeling that is referred to earlier and below - has a high degree of integrity.

Basement. The house at 529 W. Cleveland Avenue has a full, finished basement. Included downstairs is a bathroom, a laundry room and office, and a large open space that includes a sleeping area and an eating area, as well as general living space.

Garage. The garage, whose ridgeline is oriented east-west, is parallel and directly adjacent to the alley between Cleveland and Buckeye Avenues. It is also directly adjacent to the garage for the neighboring house at 521 W. Cleveland to the east and is connected to it by a narrow fence that prevents access to the rear yards. The garage is a wood-frame building with V-groove horizontal wood siding (note that the original permit said the siding was aluminum), a composition shingle roof, and concrete foundation. It was constructed in 1952. The gable roof is moderately sloped with narrow eaves and exposed rafters. It was remodeled in 2019 to make a living unit that extends the length of the garage on the north side. The garage function has been retained on the south side, adjacent to the alley. The original garage door is located on the alley and is a wood sheet door. A newer roll-up garage door faces west, accessed by a slightly sloped concrete pad. The new residential unit has a sliding glass door that faces west. It also has a pedestrian door that faces the rear yard of the main house to the north, close to the center of the north façade. Flanking this latter door are tall, paired windows with four-over-one-lights to the right and a vinyl-frame, two-light sliding window to the left.

Yard and landscaping. The yard is informally landscaped in the front yard and open to the street. A mature Ponderosa pine and a deciduous tree are located in this yard, in addition to the mature deciduous trees along Howard Street in the planting strip. One concrete step leads down to the front sidewalk. The rear yard is enclosed from about the center of the main house south to enclose the residential portion of the garage, with a small stairway and gate leading from Cleveland Avenue directly into the rear yard. The fence is composed of vertical board, topped with a spindle detail. There are two mature trees in the rear yard, a deciduous tree and an evergreen tree. There are two main landscape features in this yard, one outside the dining room and one in the southwest corner of the yard, both with basalt rocks and informal plantings.

Statement of Significance

The Hunter-Brodrecht House meets Spokane City/County Register of Historic Places Category C, as a property that embodies the distinctive characteristics of a type and period of construction. It is a very good example of an early Craftsman bungalow that retains very good integrity on the exterior and interior. The one-and-one-half-story house has features that are typical of the type, including a moderately pitched roof, full-width front porch, extended rafter ends, and knee brackets. It also has special features that make the house stand out. These include stylish three-part windows at the second level facing both the Cleveland and Howard Street frontages and shaped rafter ends, a clinker brick chimney, and square bays with shed roofs. On the interior, the basalt rock fireplace and boxed beams are distinctive. The house features a central, straight run stair and a front parlor that is reminiscent of the earlier Victorian era, as is the arrangement of rooms. Another distinctive feature is the fact that the fixtures, including light fixtures, are all original. The house was built by a well-known and prolific builder, James A. Hunter, who built many attractive homes in the Corbin Park neighborhood in the first part of the twentieth century.

HISTORIC CONTEXT

The house at 529 W. Cleveland Avenue was constructed by builder James A. Hunter in 1906 on a speculative basis.² Hunter and his family lived in the house from the time it was built until 1913. In 1910, when he put the house on the market for \$4,000, it was described as follows: “. . .corner lot, paved street, furnace, beautiful ceilings, fireplace, full basement; easy terms.”³ The house was purchased by Mr. and Mrs. C. Loren Cook in 1913, the future Mrs. Brodrecht’s brother and sister-in-law.⁴ The Brodrechts would be living in the house by 1914. While both Mr. and Mrs. Brodrecht died relatively young, the family occupied the house until 1940. The house has had several long-term owners – the Brodrechts occupied the house for 26 years and the Clarke family for 35 years (1940 to 1975), and the present ownership of the Mandevilles, who moved there in 1990. The house was also strongly associated with the Brodrechts because of the many social events held at the house and the prominence of Dr. Brodrecht.⁵

James A. Hunter

James A. Hunter (1863-1934) moved to Spokane from Marengo, Iowa in 1902, but returned briefly to Iowa with his family. Not finding the situation satisfactory, they returned to Spokane, where Hunter made his living as a building contractor.⁶ When they

² Board of Public Works, Water Department, Permission to Connect with City Water Main, February 23, 1906. Hunter previously lived at 507 Cleveland Avenue.

³ *Spokane Chronicle*, March 28, 1913.

⁴ “Entertain at Whist Party,” *Spokane Chronicle*, October 13, 1913.

⁵ This is evidenced in the many write-ups in the society pages of the *Spokane Chronicle*.

⁶ “Spokane is Good Enough,” *Spokane Chronicle*, May 13, 1902.

moved permanently to Spokane in 1903, they made their home at 811 Bridgeport Avenue in the Lidgerwood Park area.⁷

Hunter commenced with buying lots and building houses in Spokane. Numerous building permits and real estate transactions undertaken by Hunter are documented in the *Spokane Chronicle*, beginning in 1899, when he bought six lots in Lidgerwood Park, and proceeding in increasing frequency once he moved permanently to this city. Many of the lots he purchased are in the Corbin Park neighborhood.⁸ Hunter evidently continued to be very successful. An article in the February 2, 1907 issue of the *Spokane Chronicle* announced that he was going to build 30 houses, valued at \$45,000, in the southeast addition to the Ross Park Addition.⁹

Hunter bought the property at 529 W. Cleveland in 1906 from Fred B. Grinnell and built a \$2500 house, according to the *Spokane Chronicle*.¹⁰

The Brodrechts

The Brodrechts occupied the house from 1914 until it was sold out of the family in 1940. In 1913 Ms. May Cook (1883-1918), a nurse at St. Lukes Hospital, married Dr. John Henry Brodrecht (1879-1927), a well-respected physician in Spokane. They made their home at 529 W. Cleveland by 1914 in the house that was previously occupied by Mrs. Brodrecht's brother and sister-in-law, Mr. and Mrs. Loren Cook. The Brodrechts had three children, Margaret N., Helen E., and Barbara J.

Mrs. Brodrecht died in flu epidemic in 1918. Thereafter, Mr. Brodrecht's widowed sister, Mrs. George L. (Lottie) Ford (1877- 1966) moved to Spokane and took care of the children in the home. In 1920, the household consisted of Dr. Brodrecht and the three children, Mrs. Ford and her son Jack, and both of Dr. Brodrecht's parents, Margaret and Werner. The Brodrechts were from Canada; Lottie Ford immigrated to the U.S. in 1919, after Mrs. Brodrecht's death.¹¹

Dr. Broderick re-married in 1923 to a woman named Lola M. Titus, the daughter of a colleague, Mr. Stanley Titus. Thereafter the couple took up residence at Avenida Apartments¹² while his sister, Mrs. Ford took care of the children.¹³

Dr. Brodrecht died in 1927 of the flu/pneumonia after he had been practicing in Spokane for 15 years.¹⁴ By the time of the 1930 census the household consisted of Lottie Ford, as

⁷ "Come From Old Iowa," *Spokane Chronicle*, February 23, 1903.

⁸ *Spokane Chronicle*, July 26, 1904, June 3, 1905.

⁹ "Hunter to Build Thirty Houses," *Spokane Chronicle*, February 2, 1907.

¹⁰ "Hunter to Erect a Home," *Spokane Chronicle*, January 5, 1906.

¹¹ US census, 1920.

¹² They were in the Avenida Apartments in 1926.

¹³ "Tuesday Five Hundred Club," *Spokane Chronicle*, October 28, 1914. Mrs. Cook and Mrs. Brodrecht were sisters-in-law. By 1916 the Cook family was living in Great Falls, MT.

¹⁴ "Brodrecht Rites Set for Tomorrow," "Death Takes Dr. Brodrecht," *Spokane Chronicle*, January 26, 1927.

the head of the household, her father Werner, who had been widowed by then (Margaret Brodrecht died in 1922), the three girls, and Mrs. Ford's son Jack.¹⁵ The three girls all attended the University of Idaho and belonged to the same sorority, Gamma Phi Beta. Margaret served as president of the sorority in 1934. She also served as the May Queen at the university in 1936. Margaret married Gene Conklin in 1938 and moved to Yakima.¹⁶ Helen Brodrecht married Charles Freeman Jensen, who was a mining engineer major at the University of Idaho, in 1938 and planned to live in Moscow, ID until the end of the school year.



Spokane Chronicle, August 15, 1935

Subsequent Owners

The house at 529 W. Cleveland was placed on the market in 1940 after the senior Mr. Brodrecht died in 1939. The house was purchased by Mr. and Mrs. Melvin T. Clarke in August of 1940.¹⁷ In 1975 the house was sold by Louise Clarke to Warren and Christine Riggers for \$20,000. In 1978 the Riggers sold the house to Pamela Johnson for \$32,600. In 1979 Johnson sold the house to Rebecca Ruark for \$54,600 and in 1981 Ruark sold the house to Andy and Linda Lisonbee for \$48,750 (they may have assumed the mortgage).

¹⁵ Werner Brodrecht died in 1939. In his professional life he worked for the manufacturer of a farm implements in Ontario, Canada.

¹⁶ She did however spend most of her life in Spokane.

¹⁷ "Interest Keen During Summer," August of 1940.

In 1982 the house was deeded to Linda Lisonbee and in 1987 she sold it to Joel and Kathleen Crosby for \$69,894. The present owners, the Mandevilles, bought the house in 1990 and have owned it ever since.

The Craftsman Style

The Craftsman style was influenced by the Arts and Crafts Movement and was particularly popular in and known nationally for its interpretation in California. This is often attributed to the work of Greene and Greene in Pasadena, and the 1907-09 Gamble House in particular.¹⁸ It was also popular, however, throughout the country. The Craftsman bungalow is a building form popularized during the Arts and Crafts Movement. The movement began in mid-19th century England in reaction to the Industrial Revolution, the urbanization that accompanied it, and the resulting changes in workplace and methods. Artists, artisans, architects, philosophers and social critics banded together in reaction to shoddily made industrial goods, the degradation inherent in mass production techniques, and widespread social and technological changes that were affecting all of society. The movement gained followers on the east coast of the U.S. following several key exhibitions in the late 19th and early 20th centuries. As interpreted in the design professions the Craftsman style was popularized and disseminated by the writings of Gustav Stickley, a designer, author and publisher best known for his magazine, *The Craftsman* (1901-1916).

The Craftsman home is characterized by philosophical influences of the Arts and Crafts Movement in built form, which includes a return to hand craftsmanship and simplicity, and an expressed relationship to nature and the outdoors. The expression of structure was influenced by the value placed on honesty or authenticity in the built form and the concurrent interest in Japanese architecture, particularly on the West Coast. Other ideals relating to hygienic living and the importance of home and family were expressed in the interiors or the interior's relationship to the exterior, including outdoor living rooms and sleeping porches, open interiors with a relationship to the outdoors, cleanly finished details, 'modern' kitchens, and the importance of the fireplace and hearth. The latter influence can be readily seen in the prominence and unique design of the fireplace in the Hunter-Brodrecht House.

General characteristics included a horizontal orientation, expressed by deep eaves and shallow-to-moderately pitched roofs; an expression of structure with extended (sometimes false) beam ends, exposed rafter tails, knee braces, and open structures (pergolas) on exterior features; the use of 'natural,' typically heavily textured materials such as shingles, river rock and clinker brick; and outdoor living areas such as deep front porches, pergolas, and courts. Interiors featured an extensive use of wood. Art glass or leaded glass and complex window compositions embellished the interior as well. The Craftsman bungalow is typically a one-story structure characterized by a simple form, low-pitched gable or hip roof, a prominent front porch, and simple detailing, with the exception of a prominent focal window on the front façade. Note that the one-and-one-

¹⁸ The immensely popular bungalow was also particularly well known for its interpretation in California.

half story bungalow was very common in the Corbin Park neighborhood, which has generously sized houses. The bungalow form was popular from about 1905 through the 1920s.

In Spokane the style was influenced by Spokane favorite Kirtland Cutter, among others. Cutter was particularly skilled in his use of natural and heavily textured materials, a characteristic of the movement, and combining these characteristics with elements of the Tudor Revival style during this era.¹⁹

¹⁹ Henry C. Matthews, *Kirtland Cutter, Architect in the Land of Promise*. Seattle, WA: University of Washington Press, 1998.

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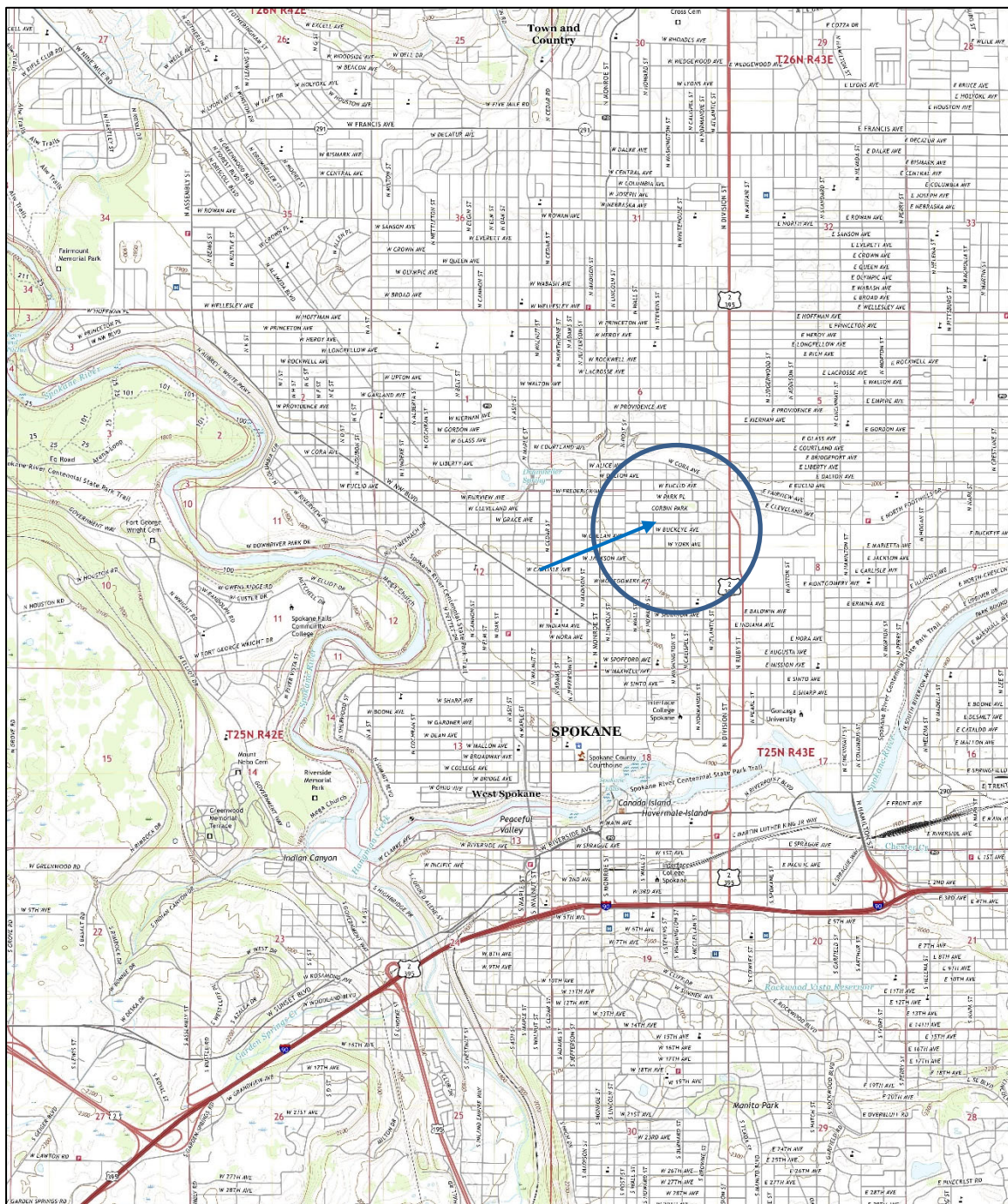
Matthews, Henry C., *Kirtland Cutter, Architect in the Land of Promise*. Seattle, WA: University of Washington Press, 1998.

Spokane Chronicle

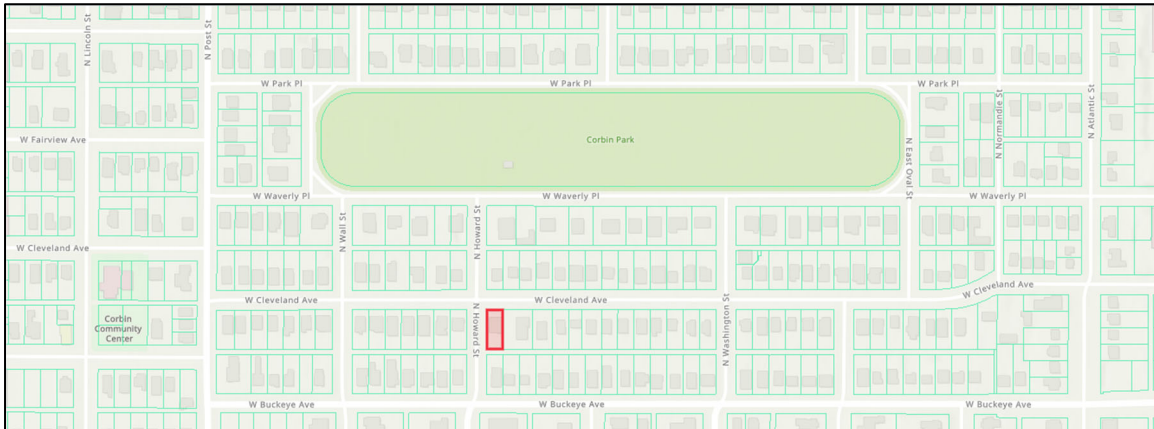
- Anonymous, March 28, 1913.
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- “Brodrecht Rites Set for Tomorrow,” “Death Takes Dr. Brodrecht, January 26, 1927.
- “Brodrecht Rites Set for Monday,” November 11, 1939.
- Come From Old Iowa,” February 23, 1903.
- “Death Takes Mrs. Brodrecht,” January 28, 1922.
- Entertain at Whist Party,” October 13, 1913.
- “Hunter to Build Thirty Houses,” February 2, 1907.
- “Hunter to Erect a Home, January 5, 1906.
- “In Lidgerwood Park,” December 11, 1899.
- “Interest Keen During Summer,” August of 1940.
- Miss Margaret Brockrecht Becomes the Bride of Gene Conklin of Yakima, March 24, 1938.
- “Mrs. Brodrecht is Bride,” October 17, 1931.
- “Spokane is Good Enough,” May 13, 1902.
- “Tuesday Five Hundred Club,” October 28, 1914.

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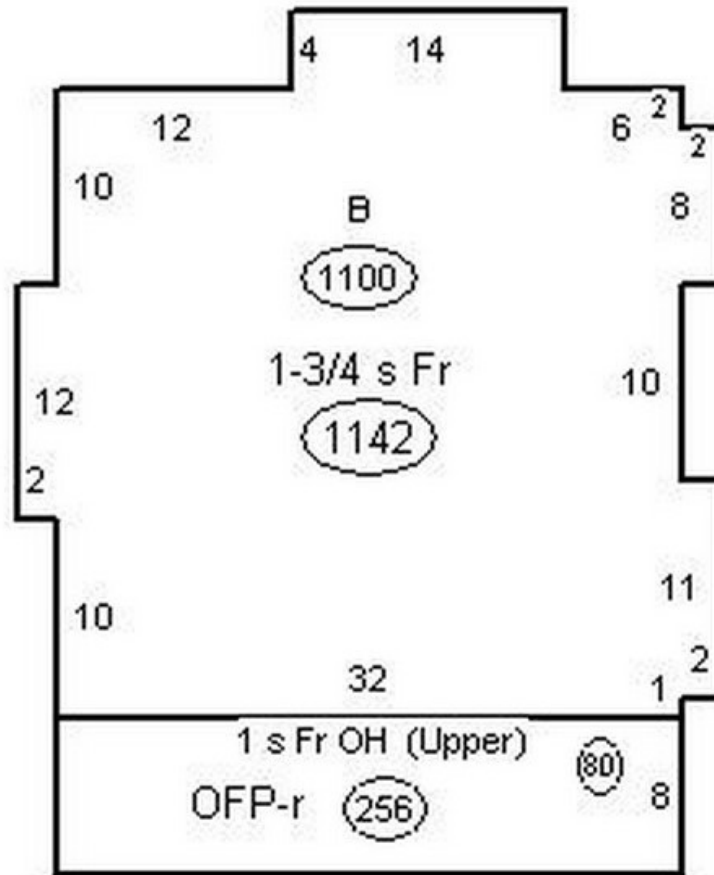
US Census, 1880, 1890, 1900, 1910, 1920, 1930.



Regional location map
USGS Spokane NW Quadrangle 7.5 minute series



Location of 529 W Cleveland within the Corbin Park neighborhood



Floor plan from Spokane County Assessor's office

CURRENT PHOTOS



Front (north) façade, looking south



East side and front (north) façade, looking southwest



East side façade, looking west



East side and rear (south) façade, looking northwest



Rear (south) façade, east side, rear entry, looking north



Rear (south) façade, looking north



West side façade, looking east



Main staircase off central hall, looking south



Main entry door in living room, looking north



Living room, to west (right) of entry



Front parlor, to east (left) of entry



Dining room, in southwest corner of house



Kitchen, in southeast corner of house, eating nook to right



Built-in cabinet in kitchen, pantry to right



Upstairs hallway, looking north, stairs to left



2nd floor, front bedroom, looking north



2nd floor, bedroom, typical



Basement, eating area



**Alley between Cleveland and Buckeye Avenues, looking east,
subject garage to left**



Subject garage (south side) from alley, looking east



Subject garage, north side, looking southeast



Setting, Cleveland Avenue, looking east



Setting, Cleveland Avenue, looking west

HISTORIC PHOTOS AND MAPS

#402

#3322 **BOARD OF PUBLIC WORKS, Water Department** *PK 3*

A No. 6542 PERMISSION TO CONNECT WITH CITY WATER MAIN *T. J. P.*

THE NUMBER OF THE PREMISES TO BE SERVED MUST IN ALL CASES BE GIVEN BEFORE PERMIT IS GRANTED

SPOKANE, WASHINGTON, FEB 23 1906 100

Permission is hereby granted Mr. *James A. Hunter* to have connection made with City Water Main on *Cleveland Ave* between *Howard* and *Washington* subject to all the regulations of the Water Department.

Premises to be supplied situated at No. *529* - *Cleveland Ave*

Lot *14* Block *14* Addition *Corden Park*

Description of property: No. Floors *4* Rooms, First Floor *4* Second Floor *3* Third Floor *3* Fourth Floor *1* Fifth Floor *1* Baths *1* Water Closets *1* No. Urinals *1*

Stable *1* Size of Lot *50 x 120* Size of Buildings on Lots *32 x 34 - 14 x 18*

No. Lawn Hydrants *2* No. Square Feet *6,000* T. *1341.8* S. *60*

Distance of Curb Cock *55* feet *W.W.E.* line *of* x *Washington St.*

No. Separate Service Pipes from Tap *1* No. Taps in Main *1* Size of Tap *1"*

Size of Service Pipes *1"* Distance of Taps from *550 ft W.W.E. of Wash. St.*

Date of Making Tap *3-1-* 190*6*

This PERMIT must be given to Lineman.

on for *3/16*

F. P. Weymouth Superintendent.

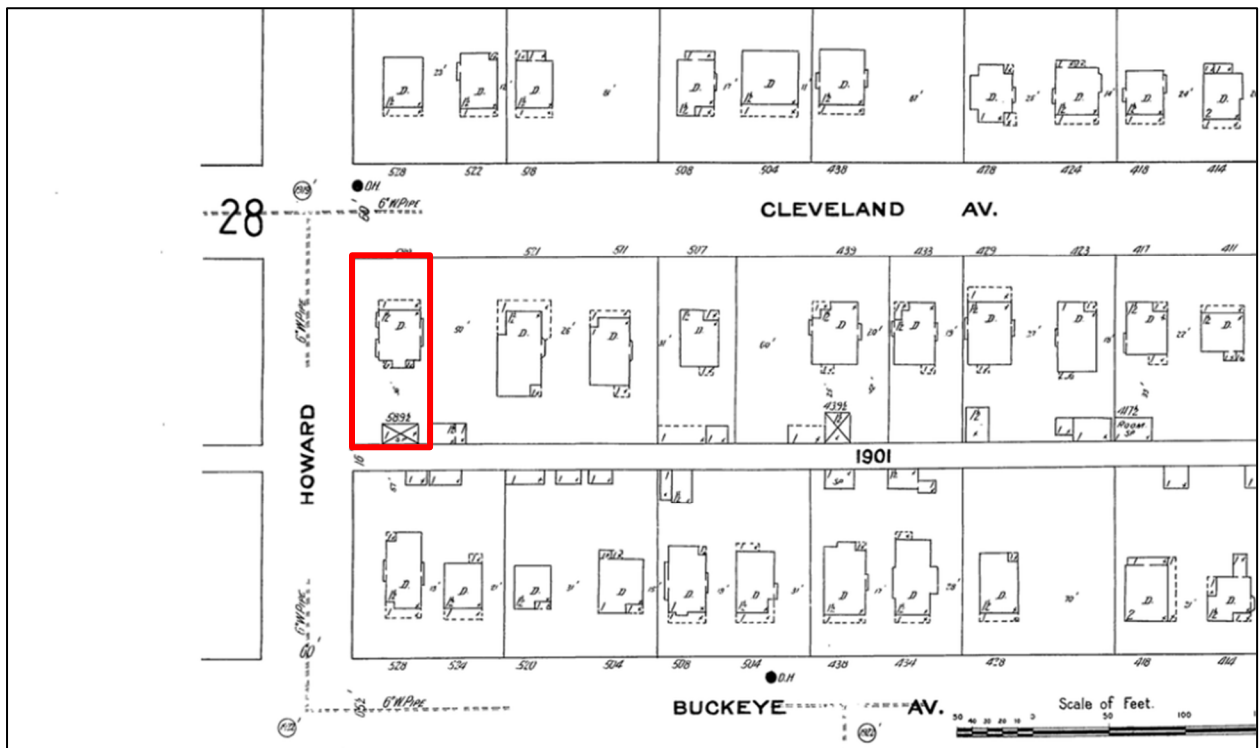
W. W. Callum Clerk.

Inspected by *James A. Hunter* Lineman.

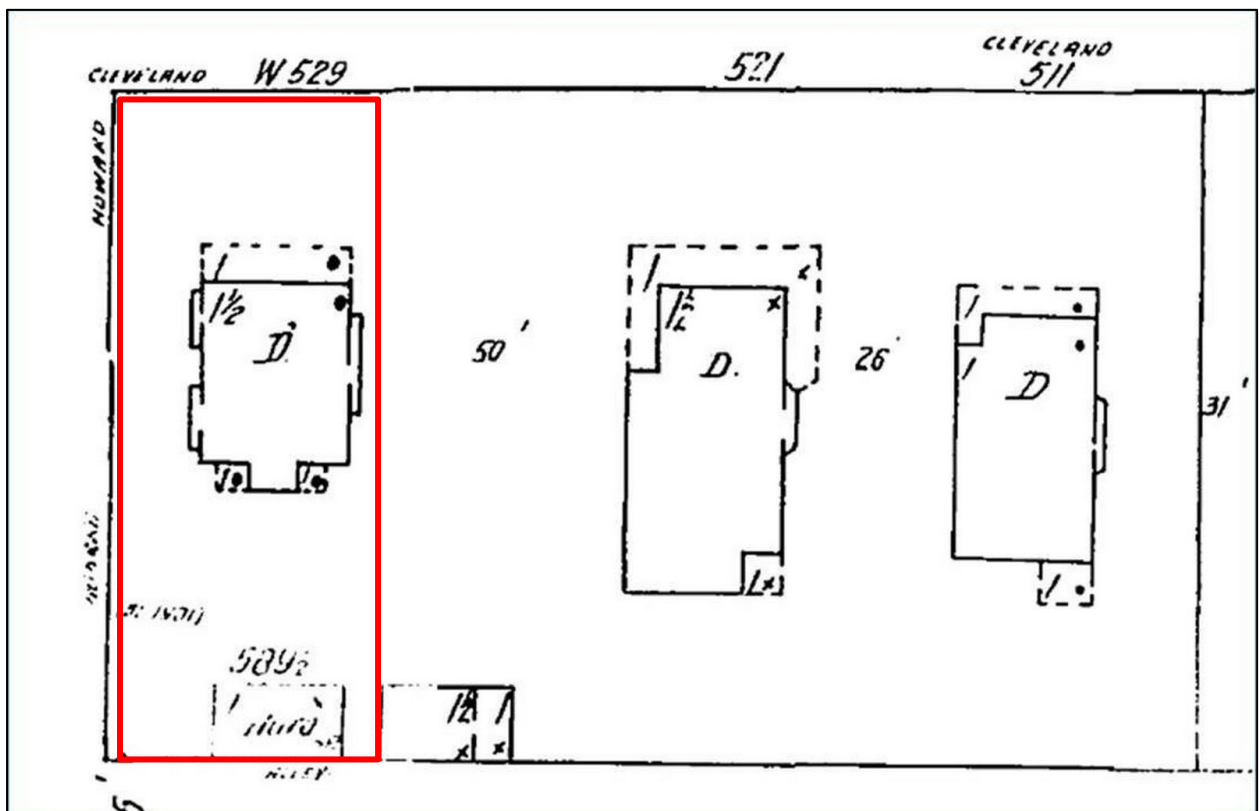
Greenberg and Brutes, Printers, 110 South Post Street.

Water hookup permit for 529 W Cleveland, taken out by builder James A. Hunter

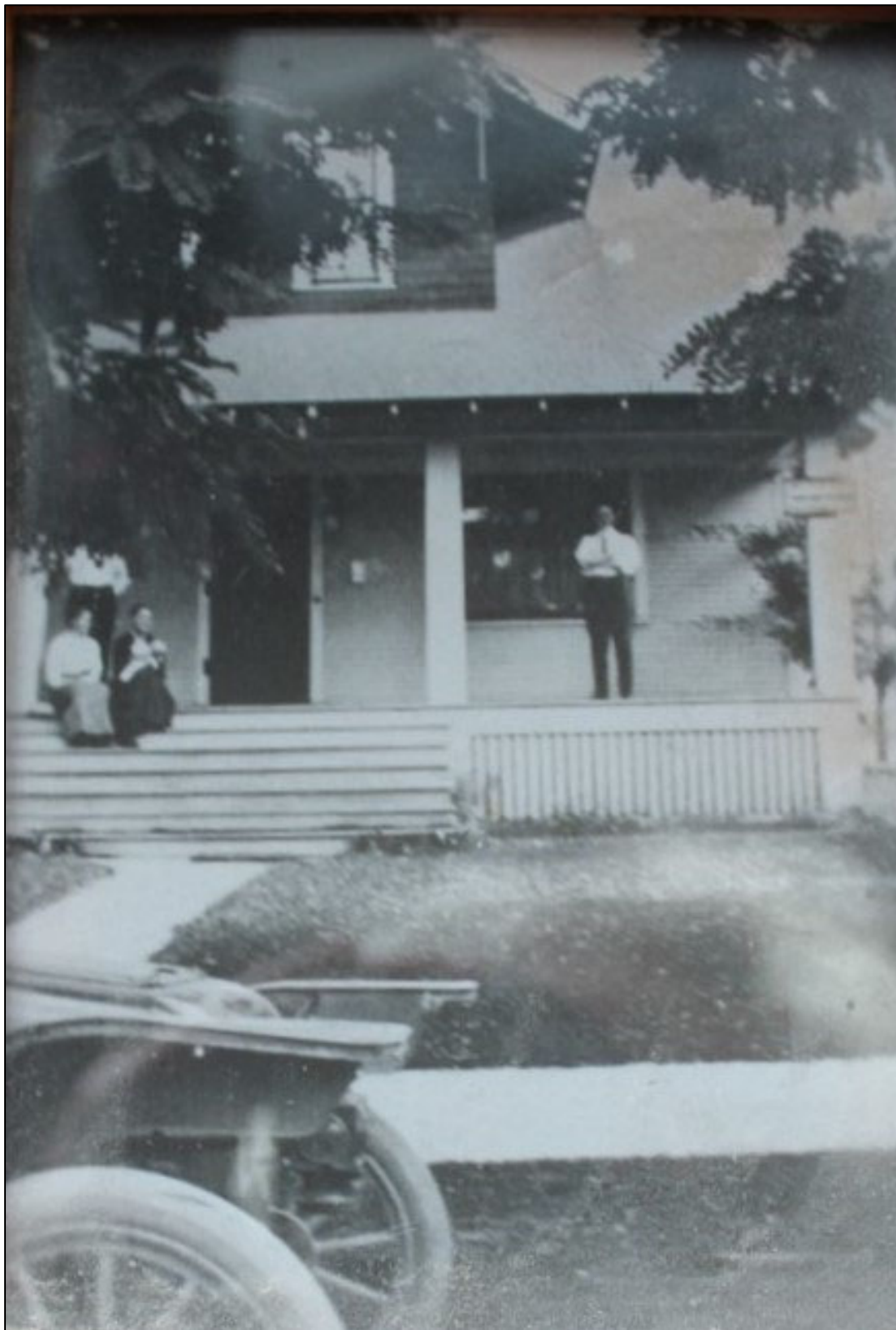
Source: Historic building permits, City of Spokane



1910 Sanborn Fire Insurance map



1910 Sanborn Fire Insurance map updated to 1952



Historic photo of the house at 529 W Cleveland Avenue (n.d.)



This is Helen Elizabeth Brodrecht. She was two years old on April 25 and is the daughter of Dr. and Mrs. John H. Brodrecht, W529 Cleveland avenue.

Helen Brodrecht at age two

Source: *Spokane Chronicle*, June 15, 1918



Margaret, Helen, and Barbara Brodrecht in the Brodrecht house



Photo of Margaret showing a historic photo of herself with her sisters

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

07/12/2021

Date Rec'd

7/1/2021

Clerk's File #

OPR 2021-0453

Renews #**Cross Ref #****Submitting Dept**INNOVATION & TECHNOLOGY
SERVICES**Contact Name/Phone**

MICHAEL SLOON 625-6468

Project #**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

Bid #

PW ITB 5465-21

Agenda Item Type

Contract Item

Requisition #

CR22723

Agenda Item Name

5300 FIELD ENGINEERING CABLING

Agenda Wording

Contract with Cochran Inc. for installation of low voltage cabling for new Field Engineering location. Cochran was selected from PW ITB 5465-21 with a bid of \$59,717.52 including tax for the project.

Summary (Background)

The original facility was sold so the Field Engineering team has to relocate their office to a newly renovated Water Department building. The installation of inside cabling for the new location was awarded via PW ITB 5465-21 Low Voltage Install Engineering Department. Only one company, Cochran Inc., responded to the ITB and was awarded the contract. The cabling needs to be completed no later than the end of July, preferably earlier, to meet project timelines

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact

Expense \$ 59,717.52

Select \$

Select \$

Select \$

Budget Account

0370-30210-94000-56301-99999

#

#

#

Approvals**Dept Head**

SLOON, MICHAEL

Council Notifications**Study Session\Other**7/12/21 Public Safety
and Community Health
Committee**Division Director**

FINCH, ERIC

Council Sponsor

CM Lori Kinnear

Finance

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

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For the Mayor

ORMSBY, MICHAEL

Contract Accounting - aduffey@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

WAHL, CONNIE

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Deborah Holt - dholt@cochraninc.com

Field Engineering Cabling Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Field Engineering Building Cabling
Date:	July 12, 2021
Author (email & phone):	Theresa Pellham, tpellham@spokanecity.org , 509-496-3151
City Council Sponsor:	CM Lori Kinnear
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Public Safety
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)	Field Engineering building Utilizing Budget Account # 0370-30210-94000-56301-99999
Strategic Initiative:	Sustainable Resources
Deadline:	No later than late July to meet move-in deadlines
Outcome: (deliverables, delivery duties, milestones to meet)	Install inside network cabling for the Field Engineers' move to the new location.
<p><u>Background/History:</u> <i>Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>The original facility was sold so the Field Engineering team has to relocate their office to a newly renovated Water Department building. The installation of inside cabling for the new location was awarded via RFP PW ITB 5465-21 Low Voltage Install Engineering Department. Only one company, Cochran Inc., responded to the RFP and was awarded the contract. The cabling needs to be completed no later than the end of July, preferably earlier, to meet project timelines.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> Installation of low voltage cabling for new Field Engineering location by Cochran, Inc. Contract awarded via RFP PW ITB 5465-21 Low Voltage Install Engineering Department. The contractor is required to be Siemon certified and pay prevailing wage. Contract total is \$59,717.52 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



City of Spokane

PUBLIC WORKS AGREEMENT

Title: **LOW VOLTAGE INSTALL
ENGINEERING DEPARTMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COCHRAN, INC.**, whose address is P.O. Box 33524, Seattle, Washington 98133 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is to provide Low Voltage Install at Engineering Department; and

WHEREAS, the Contractor has been selected through PW ITB 5465-21 issued by the City.

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

1. TERM OF AGREEMENT.

This Contract shall begin on July 12, 2021 and shall end on August 31, 2021, unless amended by written agreement or terminated earlier under the provisions.

2. SCOPE OF WORK.

The Contractor's General Scope of Work for this Contract is described in the Request for Bid, attached as Exhibit C. 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 **Low Voltage Install at Engineering Department** and the associated Scope of Work and the specifications referenced therein.

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

3. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **FIFTY FOUR THOUSAND SEVEN HUNDRED EIGHTY SIX AND 72/100 DOLLARS (\$54,786.72)**, not including applicable tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor will send its applications for payment to the City of Spokane Innovation and

Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. All invoices should include the City Clerk's File 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.

4. CONTRACT DOCUMENTS.

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the City of Spokane Facilities Management Department, and are incorporated into this Contract by reference, as if they were set forth at length.

5. 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 Washington State Department of Labor and Industries (L & I); 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.

6. STATE PREVAILING WAGES.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the 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. 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.

8. 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.

9. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract.

It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

10. CITY OF SPOKANE BUSINESS LICENSE.

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

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this 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, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

13. 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.

14. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability 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 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 indemnification provided for in this section shall survive any termination or expiration of this Contract.

15. 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 Title 48 RCW:

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

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this 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 \$1,500,000, 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

C. **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 Consultant'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.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. 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).

17. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

18. ASSIGNMENT AND SUBCONTRACTING.

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

19. TERMINATION.

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

20. STANDARD OF PERFORMANCE.

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

21. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this 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 this Contract.

22. 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.

23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

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

24. MISCELLANEOUS PROVISIONS.

- A. **Amendments/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 City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.

- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane in connection with this Agreement are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

COCHRAN, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title
Attest:

Title
Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Debarment Certification
Exhibit B – Certification of Compliance with Wage Payment Statutes
Exhibit C – Requests for Bids No. PW ITB 5465-21

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its actual knowledge and belief, that its officers and directors:
 - 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 certifies, 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)



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

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

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

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

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

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

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

EXHIBIT C

Bid Response Summary

Bid Number PW ITB 5465-21
Bid Title Low Voltage Install Engineering Department
Due Date Thursday, June 24, 2021 4:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Cochran Inc
Submitted By jmcldowell@cochraninc.com jmcldowell@cochraninc.com - Thursday, June 24, 2021 8:13:52 AM [(UTC-08:00) Pacific Time (US & Canada)]
Comments jmcldowell@cochraninc.com

Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	Bid Point of Contact	Indicate the appropriate point of contact (including phone number and email) regarding this bid and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	John McDowell (509)481-0567 jmcldowell@cochraninc.com
	Contractor's Representation	The Contractor by making its Bid represents that it has read and understands the specifications.	Understood & Agreed
	Qualification	Prior to award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	Acknowledged & agreed
	Award of Contract	Award of Contract, when made by the City, will be to lowest responsive, responsible bidder based on rates and most favorable service completion timeline. Unsuccessful Contractors will not automatically be notified of results.	Acknowledged and Agreed
	Payment	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	Acknowledged and Agreed
	Rejection of Bids	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	Acknowledged and Agreed
	Registered Contractor	The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.	Acknowledged and Agreed
Public Works Requirement			

PW Requirements	The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids.	Acknowledged and Agreed
Prevailing Wage	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I). The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx .	Acknowledged and Agreed
Apprenticeship	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	Acknowledged and Agreed
Filing Fees	The Contractor is responsible for payment of fees relating to 'Statements of Intent to Pay Prevailing Wages' and 'Affidavits of Wages Paid' and shall make all applications directly to L&I.	Acknowledged and Agreed
Statement of Intent	The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	Acknowledged and Agreed
Contractor Responsibility		
Business Registration Requirement	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	Acknowledged and Agreed.

Insurance	<p>During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s): 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 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the 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 the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract; c. 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 the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles. There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.</p>	Acknowledged and Agreed
1	Washington State Contractor's Registration No.	COCHR*088JS
2	Contractor's U.B.I. Number	578-042-134
3	Contractor's Washington Employment Security Department Number	229910
3	Contractor's Washington Excise Tax Registration Number	578-042-134
3	Contractor's City of Spokane Business Registration Number	T10033295BUS
Retainage in Lieu of Bond	<p>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.</p>	Acknowledged and Agreed

Certification of Compliance with Wage Payment Status			
1	Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.	Acknowledged and Agreed	
Technical Requirements			
Performance	The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	Acknowledged and Agreed	
Siemon Certified	This is a Siemon Certified Project	Acknowledged and agreed	
Scheduling	Requesting cabling started as soon as contract is fully executed. Approximate start date of July 6.	Acknowledged and Agreed.	
SOW	All desk locations have a 1" conduit that is installed from the desk location to above the ceiling.	Acknowledged and Agreed	
SOW	The mezzanine extends down the middle of the building.	Acknowledged and Agreed	
SOW	There is a need to coordinate installing a cable from the telecom room to the elevator, this will need to be coordinated with the elevator company.	Acknowledged and Agreed	
SOW	Siemon patch panels, free standing rack, and vertical wire management and any other termination items will be provided by the successful contractor.	Acknowledged and Agreed	
SOW	The successful low voltage contractor will need to remove the 50" monitor in the present building at 1225 E. Marietta, move it, and mount it in the small conference room on the second floor of the new building.	Acknowledged and Agreed	
SOW	Reviewed the Engineer Drawings section E3.01 - E3.03 located in the external documents from the 'Documents' Tab.	Acknowledged and Agreed	
SOW	A Siemon 2 post rack with vertical cable managers shall be used (count will be 2). Horizontal wire managers shall be WM-143-5 (count will be 4)	Acknowledged and Agreed	
Bid			

Bid Offer	The price listed on the 'Pricing Form' tab of this request are tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents.	Acknowledged and Agreed
Withdrawal of Bid	Contractor agrees its Bid will not be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	Acknowledged and Agreed
Withdrawal of Bid	Will subcontractors be used on this project?	Acknowledged and Agreed
Withdrawal of Bid	If subcontractors will be used on this project, find the 'Subcontractor List' on the 'Documents' tab and complete and upload it here (all pages must be uploaded as one file). If no subcontractors will be used, skip to the next question.	Acknowledged and Agreed

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Technical Requirements								
	1	Total Base Bid	Base	Each	1.00	\$54,786.72	\$54,786.72	
Total Base Bid	\$54,786.72							

Washington State Department of Revenue



< Business Lookup

License Information:

[New search](#) [Back to results](#)**Entity name:** COCHRAN, INC.**Business name:** COCHRAN, INC**Entity type:** [Profit Corporation](#)**UBI #:** 578-042-134**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 12500 AURORA AVE N
SEATTLE WA 98133-1518**Mailing address:** PO BOX 33524
SEATTLE WA 98133-0524**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

Endorsements

< Page 3 of 3 >

Filter

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Sammamish General Business - Non-Resident				Active	Jul-31-2021	May-21-2003
SeaTac General Business - Non-Resident				Active	Jul-31-2021	Jun-12-2019
Sedro Woolley General Business - Non-Resident				Active	Jul-31-2021	Jul-10-2014
Shelton General Business	8001270			Active	Jul-31-2021	Sep-12-2018
Snohomish General Business - Non-Resident	21527			Active	Jul-31-2021	Feb-28-1997
Spokane General Business - Non-Resident	T12033295BUS		▼	Active	Jul-31-2021	Oct-15-2012



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2020

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 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 Parker, Smith & Feek, Inc. 2233 112th Avenue NE Bellevue, WA 98004	CONTACT NAME:	
	PHONE (A/C, No, Ext): 425-709-3600 FAX (A/C, No): 425-709-7460	
INSURED Cochran, Inc. P.O. Box 33524 Seattle, WA 98133	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Mutual Fire Insurance Company	
	INSURER B : Liberty Insurance Corporation	
	INSURER C :	
	INSURER D :	
	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2,000 PD Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X	TB2Z91464121020	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		AS2Z91464121010	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	WC7Z91464121040 ** WA STOP GAP	06/01/2020	06/01/2021	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Spokane. All Operations. City of Spokane is an additional insured on the general liability policy per the attached endorsements/forms.

CERTIFICATE HOLDER

CANCELLATION

CITY OF SPOKANE
Attn: Management Information Services Dept.
808 W Spokane Falls Blvd
Spokane, WA 99201-0000

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Any person or organization whom you become obligated to include as an additional insured as a result of any written contract or agreement or permit you have entered into prior to loss occurring, but only to the extent such written contract or agreement specifically requires use of this endorsement or use of an equivalent endorsement to CG 20 10 11 85

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

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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 site 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

NAMED INSURED: Cochran, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Any person or organizations whom you become obligated to include as an additional insured as a result of any written contract or agreement or permit you have entered into prior to loss occurring, but only to the extent such written contract or agreement specifically requires use of this endorsement or use of an equivalent endorsement to CG 20 10 11 85

Location And Description of Completed Operations:

Additional Premium:

N/A

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

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

NAMED INSURED: **Cochran, Inc.**

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

06/28/2021

Date Rec'd

6/22/2021

Clerk's File #

ORD C36070

Renews #**Submitting Dept**

ENGINEERING SERVICES

Cross Ref #**Contact Name/Phone**

KYLE TWOHIG 625-6152

Project #

2020098

Contact E-Mail

KTWOHIG@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

0370-SBO ADDT'L FUNDS FOR CONSTRUCTION MANAGEMENT REMODEL AND RELOCATION

Agenda Wording

Special Budget Ordinance for additional funds for Construction Management Remodel and Relocation.

Summary (Background)

Request to transfer of \$315,000 from personnel saving to the Construction Management Remodel and Relocation to cover additional costs, sales tax from GMP, additional architectural and engineering cost, moving cost and proposed added scope.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 315,000.00

0370-30210-94000-56301

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

Study Session\Other

F&A 6/21/21

Division Director

TWOHIG, KYLE

Council Sponsor

Beggs

Finance

ORLOB, KIMBERLY

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For the Mayor

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

Additional Approvals

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Purchasing

ktwohig@spokanecity.org

MANAGEMENT & BUDGET

INGIOSI, PAUL

aduffey@spokanecity.org

nzollinger@spokanecity.org

pingiosi@spokanecity.org

Briefing Paper

Finance and Administration Committee

Division & Department:	Public Works, Engineering
Subject:	SBO for additional funds for Construction Management Remodel and Relocation
Date:	6-21-21
Contact (email & phone):	Kyle Twohig (ktwohig@spokanecity.org 625-6152)
City Council Sponsor:	CP Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	Finance and Administration/PIES
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of SBO
Background/History: <ul style="list-style-type: none"> • COS and Spokane Public Schools entered into land exchange agreement in Nov. 2019 • Properties were exchanged to leverage opportunity assets and site 3 new middle schools • East half of N. Foothills property has transferred to SPS, which contains the Engineering Construction Management (CM) office on ~1 acre • The project to relocate the construction management office is being delivered by SPS' Gc/Cm contractor Bouten Construction 	
Executive Summary: <ul style="list-style-type: none"> • SBO proposed would move \$315,000 from Engineering Services salary savings into the Engineering Services Other Improvements budget. • To date, the project is on schedule and mostly on budget, however there were additional costs incurred and identified per the below: <ul style="list-style-type: none"> ○ Washington State Sales Tax - ~\$172,000 <ul style="list-style-type: none"> ▪ SPS contract with Bouten excludes sales tax from GMP, this was unknown at time of previous SBO ○ Additional architectural and engineering costs - ~\$80,000 <ul style="list-style-type: none"> ▪ Total square footage increased from 8K-10K SF and includes an added elevator necessitating additional design. Also, a structural deficiency in the existing building was discovered after demolition requiring an engineered solution. ○ Moving costs - ~\$10,000 ○ Proposed added scope to paint exterior and replace soffit, gutters, downspouts - ~\$53,000 • Engineering Services has been working to fill several open positions, mostly due to retirements, and has had vacancies for a few months as recruitments were completed and positions filled. • Nearly all of these positions will be filled by the end of June, 2021. • Engineering Services proposes to utilize existing, available 2021 budget funds to cover these additional costs to relocate the construction management office. 	

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:

ORDINANCE NO C36070

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- (1) Transfer \$315,000 in Engineering Services salary and benefit savings to other improvements.
- (A) \$315,000 of the salary and benefit savings are from the following vacant positions: Clerk III; Engineering Tech III; Engineering Tech IV; Public Works Journey Level Inspector; and, Public Works Lead Inspector. Budget authority is transferred to the "other improvements" expense type solely for additional costs associated with the Engineering Field Office relocation and remodel project.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to fund additional costs associated with the Engineering Field Office relocation and remodel project, 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:**

06/28/2021

Date Rec'd

6/22/2021

Clerk's File #

ORD C36071

Renews #**Submitting Dept**

ENGINEERING SERVICES

Cross Ref #**Contact Name/Phone**

KYLE TWOHIG 625-6152

Project #**Contact E-Mail**

KTWOHIG@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

0370-SBO FOR CLARKE AVENUE LANDSLIDE

Agenda Wording

Special Budget Ordinance to reimburse Engineering for Clarke Avenue Landslide cost.

Summary (Background)

SBO would move \$200,000 from the General Fund Contingency Reserves into the Engineering Services Contractual Service budget. This will cover costs to date as well as a portion of the pending design cost.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 200,000.00

0100-9999-99999

Revenue \$ 200,000.00

0370-30210-44200-54201

Select \$

#

Select \$

#

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

TWOHIG, KYLE

Study Session\Other

F&A 6/21/21

Division Director

TWOHIG, KYLE

Council Sponsor

Beggs

Finance

ORLOB, KIMBERLY

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For the Mayor

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

Additional Approvals

kgoodman@spokanecity.org, jgraff@spokanecity.org

Purchasing

ktwohig@spokanecity.org

**MANAGEMENT &
BUDGET**

INGIOSI, PAUL

aduffey@spokanecity.org

nzollinger@spokanecity.org

pingiosi@spokanecity.org

Briefing Paper

Finance and Administration Committee

Division & Department:	Public Works, Engineering
Subject:	SBO to reimburse Engineering for landslide costs
Date:	6-21-21
Contact (email & phone):	Kyle Twohig (ktwohig@spokanecity.org 625-6152)
City Council Sponsor:	CP Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	Finance and Administration/PIES
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of SBO
Background/History: <ul style="list-style-type: none"> On February 18, 2021, an Executive Declaration of Civil Emergency or Disaster was declared and subsequently ratified by City Council to related to the public health, safety and welfare, for the Clarke Ave. landslide and related events in Peaceful Valley. Engineering Services has led the management effort to mitigate the immediate risk to the public and surrounding vicinity. Engineering Services is continuing to manage the ongoing effort to remediate the risk of this emergency. 	
Executive Summary: <ul style="list-style-type: none"> SBO proposed would move \$200,000 from the General Fund Contingency Reserves into the Engineering Services Contractual Services budget. This amount will cover costs to date as well as a portion of the pending design cost. Engineering Services' 2021 operation budget does not have the capacity to absorb the costs incurred from this unforeseen event. Another SBO will be proposed once a construction contract and final cost estimate is developed. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO C36071

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

(1) Increase appropriation by \$200,000.

(A) \$200,000 of the appropriation from the City's Contingency Reserve is provided to the Engineering Services department solely for the purpose of emergency work related to the Clark Ave. landslide.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to fund necessary operation expenses related to the emergency situation created by the Clark Ave Landslide, 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:**

07/12/2021

Date Rec'd

6/23/2021

Clerk's File #

ORD C36072

Renews #**Submitting Dept**

WASTEWATER MANAGEMENT

Contact Name/Phone

RAYLENE 625-7901

Contact E-Mail

RGENNETT@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Agenda Item Name

4320 - SBO FOR EDUCATION COORDINATOR & CLERK POSITIONS

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

Special budget ordinance to reallocate existing Wastewater funding to an Education Coordinator position for Wastewater and Stormwater, as well as a Clerk II position for Stormwater.

Summary (Background)

Public Education & Outreach is a component of the City Stormwater Management Program and a requirement of the Eastern Washington Phase II Municipal Stormwater Permit. Public Works has two Education Coordinators for Garbage and Water. The Division is seeking to hire a third position for the Wastewater and Stormwater Departments. Clerks perform a variety of support activities for the Wastewater Collections Department and the Wastewater Treatment Facility. The Division is seeking to hire a Clerk

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 185,851.00

4320-30210-35141-VARIOUS

Revenue \$ 185,851.00

4320/4330/4310-VARIOUS

Select \$

#

Select \$

#

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

GENNETT, RAYLENE

Study Session\Other

FINANCE & ADMIN

Division Director

TWOHIG, KYLE

Council Sponsor

CM WILKERSON

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

SCHOEDEL, ELIZABETH

rgennett@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

seweraccounting@spokanecity.org

Additional Approvals

sjohnson@spokanecity.org

Purchasing**MANAGEMENT &**

INGIOSI, PAUL



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Il position dedicated to Stormwater. The City Engineering position overseeing the Next Level of Treatment project is vacant and there is no need to fill it as the project nears completion. Funding for this position exists in the 2021 budget and would better be used to fund these other needed positions. The vacant Engineering position will be eliminated.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

FINANCE & ADMINISTRATION

Division & Department:	Public Works, Wastewater and Stormwater
Subject:	SBO for a new Education Coordinator and new Clerk II position
Date:	May 21, 2021
Contact (email & phone):	Raylene Gennett (rgennett@spokanecity.org 625-7901)
City Council Sponsor:	CM Wilkerson
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	Finance & Administration Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Budget
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of SBO

Background/History:

Public Education & Outreach is a component of the City Stormwater Management Program and a requirement of the Eastern Washington Phase II Municipal Stormwater Permit. The Division has two Education Coordinators for Garbage and Water. The Division is seeking to hire a 3rd position for the Wastewater and Stormwater Departments.

Clerks perform a variety of clerical and office support activities for the Wastewater Collections Department and the Wastewater Treatment Facility. The Division is seeking to hire a new Clerk II position dedicated to Stormwater.

The former City Engineering position previously held by Mike Taylor to oversee the Next Level of Treatment at the plant is vacant and there are no plans to fill it as NLT nears completion. Funding for this position exists in the 2021 budget and is available to use as a source to fund these needed positions.

Executive Summary:

- Create 3rd Education Coordinator position in the Public Works Division dedicated to Wastewater and Stormwater
- Create new Clerk II position for Public Works division dedicated to Stormwater activities
- The Division wishes to use the City Engineering/CM vacancy at the WWTP to fund the Education Coordinator and Clerk II positions. The City Engineering/CM position will be deleted.

Budget Impact:

TOTAL COST:

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:

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

07/12/2021

Date Rec'd

6/22/2021

Clerk's File #

ORD C36073

Renews #**Submitting Dept**

PROBATION SERVICES

Cross Ref #**Contact Name/Phone**

MIKE ORMSBY X6287

Project #**Contact E-Mail**

MORMSBY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

0690 - SBO FOR ADDITIONAL STAFF FOR ELECTRONIC HOME MONITORING PROGRAM

Agenda Wording

Staff requests the addition of 1 FTE and an appropriation increase of \$72,000 for Probation Services in the General Fund, funded from a transfer from the Criminal Justice Assistance Fund.

Summary (Background)

The Spokane Municipal Probation Department has operated an Electronic Monitoring (EM) Program since 2010 and is currently staffed with 3 probation officers. The EM Program provides monitoring and house arrest services for both pre- and post-adjudication cases, utilizing the latest equipment in Global Positioning Satellite (GPS) Monitoring, Continuous Alcohol Monitoring, and Remote Breath Monitoring. The proposal to add an additional probation officer will help alleviate the workload per officer

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ 72,000

1910-99999-99999

Expense \$ 72,000

1910-18100-97101-80101

Revenue \$ 72,000

0690-16100-99999-39732

Expense \$ 72,000

0690-16100-23100-09550

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

DELANEY, HOWARD

Study Session\Other

F&A 6-21-2021

Division Director

ANTUSH, MATTHEW

Council Sponsor

CM Wilkerson

Finance

BUSTOS, KIM

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mormsby@spokanecity.org;
twallace@spokanecity.org**For the Mayor**

ORMSBY, MICHAEL

pingiosi@spokanecity.org;
mhughes@spokanecity.org**Additional Approvals**

ablain@spokanecity.org

Purchasing

rkokot@spokanecity.org

**MANAGEMENT &
BUDGET**

INGIOSI, PAUL

Briefing Paper

Finance & Administration Committee

Division & Department:	Municipal Court / Probation
Subject:	Additional Staff for Electronic Home Monitoring Program
Date:	06/21/2021
Author (email & phone):	Paul Ingiosi (pingiosi@spokanecity.org / 625-6061)
City Council Sponsor:	Council Member Wilkerson
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance & Administration
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Criminal Justice Pre-Trial Initiative
Strategic Initiative:	N/A
Deadline:	
Outcome:	SBO for Additional Probation Staff
Background/History: <p>The Spokane Municipal Probation Department has operated an Electronic Monitoring (EM) Program since 2010 and is currently staffed with 3 probation officers. The EM Program provides monitoring and house arrest services for both pre- and post-adjudication cases, utilizing the latest equipment in Global Positioning Satellite (GPS) Monitoring, Continuous Alcohol Monitoring, and Remote Breath Monitoring.</p> <p>During 2019, the EM Program, comprised of 3 probation officers, managed an average 89 defendants and 8 house-arrest defendants per day. However, since April 2020, the EM Program has experienced an increase in the average number of defendants being monitored for statutory compliance purposes to over 100 per day, and near doubling in house-arrest defendants to 15 per day. The increase in the number of house-arrest defendants is due to the policy to minimize jail occupancy during the pandemic. The team is at maximum capacity and cannot sustain further increases in caseload. This has resulted in a near 3-week wait list for defendants to connect with an officer to receive monitoring devices in order to fully comply with state statutes.</p> <p>The proposal to add an additional probation officer will help alleviate the current maximum workload per officer and, through the ability to add more cases, provide a possible alternative to jail as it has during COVID when jail was not a viable option.</p>	
Executive Summary: <p>Staff requests the addition of 1 FTE and an appropriation increase of \$72,000 for Probation Services in the General Fund, funded from a transfer from the Criminal Justice Assistance Fund. Of this amount, \$10,500 would be one-time to fund the cost of a computer, furniture, and other necessary equipment for an additional Probation II Officer position. The remaining \$61,500 would be for the cost of salary and benefits for the remaining 6 months of 2021. The full annual cost is estimated to be about \$123,000 for 2022 which may be offset by potential salary savings in a Probation Office I position.</p>	
Budget Impact: <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Transfer from Criminal Justice Assistance Fund</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impact: <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	

Requires change in current operations/policy?

☐ Yes

☒ No

☐ N/A

Specify changes required:

Known challenges/barriers: Known challenges/barriers:

ORDINANCE NO C36073

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to establish and make changes in the appropriations of various funds, 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 Criminal Justice Assistance Fund, and the budget annexed thereto with reference to the Criminal Justice Assistance Fund, the following changes be made:

(1) Increase appropriation by \$72,000.

(A) \$72,000 of the appropriation from the Criminal Justice Assistance Fund unappropriated fund balance is transferred to the Probation Services department.

Section 2. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

(2) Increase appropriation by \$72,000.

(A) Approximately \$61,500 of the appropriation transferred from the Criminal Justice Assistance Fund to the Probation Services department is provided solely for the purpose of creating one Probation Officer II position (from 0 to 1 position), funding salary and benefits.

(B) The remaining \$10,500 of the appropriation transferred from the Criminal Justice Assistance Fund to the Probation Services department is provided solely for equipment and training related to the Probation Officer II position.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to add one Probation Officer II position in response to increased demand on the electronic monitoring program, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

07/12/2021

Date Rec'd

6/24/2021

Clerk's File #

ORD C36074

Renews #**Cross Ref #****Submitting Dept**COMMUNITY AND ECONOMIC
DEVELOPMENT**Contact Name/Phone**

KRIS BECKER 6392

Project #**Contact E-Mail**

KBECKER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

4700- CED DIVISION DIRECTOR RECRUITMENT

Agenda Wording

This action moves salary savings to the correct budget location for spending associated with a contract for executive recruitment services.

Summary (Background)

The City has retained Strategic Government Resources to provide executive recruitment services for the vacant Community and Economic Development Division Director position. Salary savings from the unfilled director position will be used to cover the costs of these services.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

WEST, JACQUE

Study Session\OtherFinance and
Administration
05/17/2021**Division Director**

WEST, JACQUE

Council Sponsor

CM Betsey Wilkerson

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

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kbecker@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

korlob@spokanecity.org

Additional Approvals

pingiosi@spokanecity.org

Purchasing

twallace@spokanecity.org

rbenzie@spokanecity.org

ORDINANCE NO C36074

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance and

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

The City of Spokane does ordain:

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

FROM:	0750-30210	Community & Economic Development	
	58700-07980	Director Plan, CD, & Econ Development	\$ 18,954
	58700-52110	Social Security	\$1,300
	58700-52210	Retirement	\$1,700
	58700-52310	Medical	\$3,819
	58700-52320	Dental	\$331
			<u>\$ 26,104</u>
TO:	0750-30210	Community & Economic Development	
	58700-54201	Contractual Services	<u>\$ 26,104</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to fund the recruitment efforts of the Community and Economic Development Division Director, 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:**

07/12/2021

Date Rec'd

6/21/2021

Clerk's File #

ORD C36075

Renews #**Submitting Dept**

FACILITIES MANAGEMENT

Cross Ref #**Contact Name/Phone**

PAUL INGIOSI X6061

Project #**Contact E-Mail**

JTEAL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

5900 - SBO FOR CPTED IMPROVEMENTS & ART/CULTURAL CAPITAL INVESTMENTS

Agenda Wording

Utilize proceeds from sale of Normandie Complex for Intermodal for three (3) primary initiatives - Arts/Culture, Safer Communities, and River Connections.

Summary (Background)

Staff requests the appropriation of \$410,067 from the unappropriated reserves of the Asset Management Fund to initiate the first CPTED project at the Intermodal Complex, as recommended by the Spokane Police Department according to the 2019 audit of the area. The remaining appropriated funds will be utilized according to their intended use and projects will come to the City Council for approval as they are identified.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ 410,067

5901-99999-99999

Expense \$ 410,067

5901-49854-XXXXX-XXXXX

Select \$

#

Select \$

#

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

TEAL, JEFFREY

Study Session\Other

F&A 6-21-2021

Division Director

WALLACE, TONYA

Council Sponsor

CM Kinnear

Finance

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

twallace@spokanecity.org; pingiosi@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

mhughes@spokanecity.org;
kbustos@spokanecity.org**Additional Approvals**

jteal@spokanecity.org; dsteele@spokanecity.org

Purchasing

ddaniels@spokanecity.org; ablain@spokanecity.org

**MANAGEMENT &
BUDGET**

INGIOSI, PAUL

Briefing Paper

Finance and Administration Committee

Division & Department:	Finance – Facilities Management
Subject:	SBO for CPTED Improvements & Art/Cultural Capital Investments
Date:	06/09/2021
Contact (email & phone):	Paul Ingiosi, pingiosi@spokanecityorg, X 6061
City Council Sponsor:	CM Lori Kinnear
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	Strategic Investment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approve SBO

Background/History:

In 2019¹, the City sold the Normandie Complex and allocate the proceeds for three (3) primary initiatives – Arts/Culture, Safer Communities, and River Connections. To date, there is \$410,067 remaining and reserved in the Asset Management Fund. Of this remaining amount, \$80,000 is intended for Arts/Culture capital investment and \$330,067 is intended for Safer Communities.

The Safer Communities Initiative focused on Crime Prevention Through Environmental Design (CPTED) as a proactive crime fighting technique in which the proper design and effective use of parks, building open spaces, and the surroundings leads to a reduction in crime, as well as, an improvement in the quality of life for the citizens of the community.

In September 2019, Spokane Police Department provided a CPTED audit of the area surrounding the Intermodal Facility (221 W First Ave/201 W Sprague) and found that drug activity and other offenses are rampant in the area. Currently, suspicious persons are known to hide in the trees at night or loiter along the low retaining wall. There is an excessive amount of graffiti, used syringes, and trash in the area. Recently, a brush fire was set on the corner of Browne/Sprague.

The following elements are recommended CPTED improvements based on the audit from 2 years ago:

Access Control— It is recommended that security fencing be installed and be at least 6” in height.

Surveillance—It is recommended that overgrown shrubs and trees along the perimeter be removed.

Territorial Reinforcement— Redesign the area, such as additional signage and security cameras, to clearly show that the space is owned and occupied.

Lighting—It is recommended that additional LED lighting be installed.

Implementing the CPTED recommendations will mitigate similar brush fire occurrences in the future and will provide enhanced security for this facility.

Improvements are estimated to be:

Landscaping ¹	110,000.00
Security Fencing	80,000.00
Security Cameras	10,000.00
	200,000.00

¹Bids due on June 16, 2021 at 1:00 PM

The rest of the CPTED budget will continue to be dedicated for CPTED improvements as they are identified. An update will be provided at a future Finance & Administration Committee.

¹The Arts/Culture initiative includes an additional contribution of \$208,311 from the General Fund for grant funding to Spokane Arts for a public arts program

Executive Summary:

Staff requests the appropriation of \$410,067 from the unappropriated reserves of the Asset Management Fund to initiate the first CPTED project at the Intermodal Complex, as recommended by the Spokane Police Department according to the 2019 audit of the area.

The remaining appropriated funds will be utilized according to their intended use and projects will come to the City Council for approval as they are identified.

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:

ORDINANCE NO C36075

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to establish and make changes in the appropriations of the Asset Management Capital 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 Asset Management Capital Fund, and the budget annexed thereto with reference to the Asset Management Capital Fund, the following changes be made:

- A. Increase appropriation by \$410,067.
- B. Of the increased appropriation, \$410,067 is provided from Asset Management Capital Fund unappropriated reserves, specifically from the proceeds of the sale of the Normandie Complex. Of this amount, \$330,067 is intended for Crime Prevention Through Environmental Design (CPTED), and \$80,000 is intended for art/culture capital investments. Facilities Department anticipates utilizing an estimated \$200,000 for the CPTED and security improvements planned at the City-owned Intermodal Center.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to make CPTED and safety improvements at the City-owned Intermodal Center, 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:**

07/12/2021

Date Rec'd

6/24/2021

Clerk's File #

ORD C36076

Renews #**Cross Ref #****Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Contact Name/Phone**

KRIS BECKER 6392

Project #**Contact E-Mail**

KBECKER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**1200 - SBO FOR EXPANDED LITTER CONTROL, DOWNTOWN MAINTENANCE,
AND GRAFFITI**Agenda Wording**

This action supports the addition of 10 temp/seasonal employees to Code Enforcement to support litter control, downtown maintenance, unlawful encampment abatement, and graffiti abatement.

Summary (Background)

Staff is requesting the allocation of up to \$500,000 from the Unappropriated General Fund Balance to hire 10 temp/seasonal positions to support expanded litter control, unlawful encampment mitigation, and graffiti abatement efforts city-wide, with focused services in the downtown. The intent is the ready the downtown core for a successful economic re-opening. The hours of service will be temporarily expanded, and crews will respond from 6 am to 6 pm on weekdays and weekend service will be...

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 500,000

1200-58200-24600-08490

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session\Other

06/21/2021

Division Director

BECKER, KRIS

Council Sponsor

CM Betsy Wilkerson

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

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For the Mayor

ORMSBY, MICHAEL

korlob@spokanecity.org

Additional Approvals

pingiosi@spokanecity.org

Purchasing

twallace@spokanecity.org

ORDINANCE NO C36076

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to establish and make changes in the appropriations of various funds, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0100-99999 99999	General Fund Unappropriated Reserves	<u>\$ 500,000</u>
TO:	0980-89000 97112-80101	General Fund Operating Transfer Out-Code Enf	<u>\$ 500,000</u>

Section 2. That in the budget of the Code Enforcement Fund, and the budget annexed thereto with reference to the Code Enforcement Fund, the following changes be made:

FROM:	1200-30210 99999-39710	Code Enforcement Fund From General Fund	<u>\$ 500,000</u>
TO:	1200-58200 24600-08490	Code Enforcement Fund Temporary/Seasonal	<u>\$ 500,000</u>

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to fund temporary/seasonal staff to support litter control, downtown maintenance, unlawful encampment abatement, and graffiti abatement, 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:
07/12/2021

Date Rec'd	6/30/2021
Clerk's File #	ORD C36077
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Submitting Dept	CITY COUNCIL
Contact Name/Phone	BREEAN BEGGS 625-6714
Contact E-Mail	BBEGGS@SPOKANECITY.ORG
Agenda Item Type	Emergency Ordinance
Agenda Item Name	0320 - UPDATING SMC CHAPTER 18.05 PROTECTIONS FOR HOMELESS PEOPLE

Agenda Wording

Improving the standards for the City's efforts to help unhoused and vulnerable people; amending sections 18.05.010, 18.05.020, and 18.05.030 of the Spokane Municipal Code; and declaring an emergency.

Summary (Background)

Needed updates to this section of SMC became increasingly obvious during the 100+ degree temperatures in Spokane in June and July. This ordinance recognizes a gap in sheltering and services during extreme weather events and lays out a framework for planning and preparing for future incidents of extreme temperature or air quality. Providing residents, including those who are unhoused, protection from the elements is an essential function of government during extreme events.

Lease? NO Grant related? NO Public Works? NO
Fiscal Impact **Budget Account**

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session\Other</u>	PIES 6/28/21
<u>Division Director</u>		<u>Council Sponsor</u>	CP Beggs
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. C36077

An ordinance improving the standards for the City's efforts to help unhoused and vulnerable people; amending sections 18.05.010, 18.05.020, and 18.05.030 of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, homelessness continues to be an issue of public concern in Spokane; and

WHEREAS, at the same time, Spokane is in the midst of a severe shortage of available housing for all people, at all income levels, and this shortage is a crisis situation for those who need shelter and related services in Spokane; and

WHEREAS, these crises, which persist even during normal weather conditions, are exacerbated whenever Spokane faces extreme conditions, such as smoke from wildfires which make the air unsafe to breathe, and dangerously low or high temperatures, which create a risk to the lives of those without shelter; and

WHEREAS, temperatures in Spokane have been well above 100 degrees Fahrenheit for several days in a row in Spokane, and have not cooled below 70 degrees Fahrenheit on any night during that time, creating a serious risk to everyone's health and safety, particularly those who are unhoused; and

WHEREAS, the impacts of the climate crisis are accelerating and bringing more frequent and intense extreme weather events to Spokane and advanced planning efforts will be necessary to ensure proper emergency response; and

WHEREAS, all of these facts establish that there exists in Spokane an interrelated set of emergency conditions which present a threat to the public health and safety, and which require that this ordinance be made effective immediately pursuant to Section 19(A) of the City Charter.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 18.05.010 of the Spokane Municipal Code is amended to read as follows:

Section 18.05.010 Legislative Findings and Purposes

- A. Centers for the protection of homeless individuals and families during inclement weather is vital, whether due to extreme cold, extreme heat, poor air quality conditions, severe storms, or other types of civil emergencies.
- B. The City Council has, from time to time in the past, passed resolutions stating the guidelines and triggering conditions for the activation of emergency warming centers in the City of Spokane, noting that extreme weather conditions can create

an extreme danger for homeless people in Spokane and puts a great strain on service providers.

- C. This chapter is intended to codify and supersede those prior resolutions, including, most recently, Resolution No. 2014-0018 (Feb. 24, 2014).
- D. The City Council finds that gaps in shelter and services have been a recurring problem during extreme heat, cold, and poor air quality events, in addition to the continuous public health and safety problem of homelessness in our community.
- E. The City Council also finds that the City must approach this issue with the foresight, increased resources, and prior planning which is a characteristic of prepared and resilient cities around the world, so that Spokane is ready at all times to handle the types of conditions that require the provision of emergency shelter for all people in Spokane who need it, including securing written agreements with private and government entities to provide additional shelter on short notice.
- F. The City Council also finds that providing protection to Spokane residents from extreme heat, cold and unsafe air is an essential government function no less than is the provision of water, wastewater, police, fire, and emergency medical services.

Section 2. That section 18.05.020 of the Spokane Municipal Code is amended to read as follows:

Section 18.05.020 Activation Criteria

- A. The activation criteria for inclement weather centers beyond existing homeless shelter capacity in the City of Spokane are as follows:
 - 1. Warming centers sufficient to meet the shelter needs of currently unsheltered homeless individuals seeking shelter in Spokane will be activated on each day during which the temperature is predicted by the National Weather Service to be 32 degrees Fahrenheit or lower and designated low-barrier shelter space was at ninety percent (90%) capacity or greater during the previous night. The warming centers will operate at a minimum during the hours that temperatures are lower than thirty-two (32) degrees Fahrenheit. The City may, by contract with its center provider(s), raise the activation temperature for warming centers, but in no event will the activation temperature be ~~((higher))~~ lower than thirty-two (32) degrees Fahrenheit.
 - 2. Cooling centers sufficient to meet the shelter needs of currently unsheltered homeless individuals seeking cooling shelter within the City and sheltered individuals who lack air conditioning will be activated when the temperature is predicted by the National Weather Service to be ~~((100))~~95 ~~((one hundred))~~ninety-five degrees Fahrenheit or higher for ~~((three))~~two ~~((3))~~2 consecutive days or more. The warming centers will be operated at a minimum during all hours when the temperature is 95 (ninety-five) degrees Fahrenheit or higher. The City may, by contract with its center provider(s) extend the hours of operation and/or lower the activation temperature for cooling centers.

3. Safe air centers sufficient to meet the shelter needs of currently unsheltered homeless individuals seeking safe air shelter within the City will be activated for the entire day on which the Spokane Regional Clean Air Agency forecasts the current air quality index to reach 250 or higher.
 4. Emergency centers may also be activated by the Mayor or the Mayor's designee on any day in which a civil emergency or extreme storm or weather condition exists or is predicted to occur and which, in the determination of the Mayor or the Mayor's designee, poses a severe threat to the health or safety of unsheltered homeless individuals and families in the City of Spokane.
- B. The Community Health and Human Services ("CHHS") Department shall implement the appropriate policies and procedures, including without limitation making funding requests; recommendations regarding center providers; the designation of specific locations to be used as warming, cooling, and safe air centers; ~~((and))~~ the arrangement of other appropriate measures to the City Council in order to carry out the specific provisions and intent of this section; and shall continuously maintain contracts and/or appropriate non-monetary agreements scalable to the need for emergency warming, cooling and safe air center provider services, with no lapse in coverage at any point in time throughout each year, regardless of whether the services are provided under contract or by city staff.
- C. No later than September 30 of each year, and annually thereafter, the City shall publish and disseminate the City's plan for emergency warming, cooling and safe air centers for the coming year, which shall provide details of the name(s) and location(s) of center providers and similar resources, the capacity and scalability of all emergency centers, by type and population(s) focus (if any), activation criteria, cost, funding source(s), partnerships and the communications and publicity plan to ensure that people experiencing homelessness will know where they can obtain these services.

Section 3. That section 18.05.030 of the Spokane Municipal Code is amended to read as follows:

Section 18.05.030 Homelessness Response Policy

A. Findings and Purpose

1. The City finds that each resident of Spokane is entitled to a basic level of dignity, respect and wellness, regardless of whether they are housed or unhoused.
2. The City also finds that historically, City policy regarding the response to homelessness in our community needing night by night shelter has been inconsistent and insufficiently transparent, collaborative, regional, or inclusive, and that process often resulted in harm to our community.

3. The purpose of this section is to set a baseline within the City's limits of providing night by night shelter as our City's minimum response to homelessness in our community as we collaborate with other jurisdictions and entities to create a regional solution via the 2020-2025 Strategic Plan to Prevent and End Homelessness, and any successor plans.
- B. It is the official policy of the City of Spokane that its responses to homelessness will be undertaken in accordance with the following principles, without exception.
1. In all responses, a region-wide approach is the starting point and all regional stakeholders – government, nonprofit, and for-profit sectors – will be involved in the formation of a regional response policy. However, regardless of the degree to which a regional approach is actually achieved and implemented, the City of Spokane shall continuously, without lapse or gaps in service, provide the services and shelter that comply at all times with the requirements of this chapter to meet the shelter needs of homeless individuals and families in Spokane.
 2. All night-by-night sheltering for people experiencing homelessness in Spokane, and funded with dollars either originating with or passing through the City of Spokane, will be low- or no-barrier shelter, to implement the preferred approach of housing first. Anytime after January 1, 2022, and only if the existing low- or no-barrier shelter has been utilized at greater than 80% of its capacity (as measured by a six-month rolling average capacity) will City funds then be used to provide higher-barrier or conditional shelter space in Spokane.
 3. ~~((The City as a minimum standard within))~~At no time shall the ((City's limits shall not))~~City~~ reduce night-by-night shelter or warming center capacity (whether measured by beds, square feet, locations, or by any other capacity measure) ~~((without first having in place an agreed, published, and publicly-disseminated plan which is compliant with the principles established in this section and which provides))~~without first having in place the ability to provide an equivalent additional replacement capacity and service level for the beds or capacity being reduced unless the utilization of low- or no-barrier shelter beds is demonstrated to have fallen below fifty percent (50%) of the existing capacity (as measured by a six-month rolling average capacity)((or it is demonstrated that the amount of capacity being reduced is no longer needed based on vacant space for at least two weeks so there is no gap in service to people in our community who are experiencing homelessness and ill-equipped neighborhoods are not burdened with unsheltered persons)).
 4. It is the intent of the City to implement this ordinance without interfering with the implementation of any existing plans or funding commitments derived from federal and state grants traditionally made pursuant to the Community

Housing and Human Services and Continuum of Care Boards. Notwithstanding the foregoing, it is the policy of the City of Spokane to utilize all existing and potential sources of funding that are made available from the federal and state governments for the provision of services and shelter for homeless individuals.

5. Each calendar quarter the City shall present to City Council and publish on the City's website a written report using HMIS and other reliable data sources to provide its estimate of the average number of homeless individuals in the City of Spokane and Spokane County who were unsheltered on a nightly basis over the previous quarter along with demographic information and key barriers identified by them to securing adequate shelter.
6. It is the official policy of the City of Spokane to eliminate chronic homelessness so that homelessness for individuals within the City of Spokane will be rare, short-term, and non-recurring. The City of Spokane will base its strategies to eliminate homelessness on the principle that providing immediate stable shelter appropriate to the unique behavioral, medical and mental health needs of individuals and families is the foundation for moving people out of homelessness into appropriate permanent housing. In order to accomplish these goals, the City of Spokane aspires to provide at least night by night shelter and appropriate services to each unsheltered homeless person within the City of Spokane as a means to reclaim lives, improve conditions for Downtown and all neighborhoods and save more money than the cost of providing shelter by avoiding other public health and safety costs.

Section 4. That the City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately, under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

07/12/2021

Date Rec'd

6/30/2021

Clerk's File #

ORD C36078

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

CITY COUNCIL

Contact Name/Phone

BREEAN BEGGS 625-6210

Project #**Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Emergency Ordinance

Requisition #**Agenda Item Name**

0320 - EMERGENCY MORATORIUM ON IMPACT FEE EXEMPTIONS

Agenda Wording

An ordinance establishing a temporary moratorium on impact exemption applications.

Summary (Background)

This six-month moratorium on the acceptance of applications for impact fee exemptions will allow the City Council to consider and implement a new framework which will guide future decisions on impact fee exemption determinations.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

Study Session\Other

UE Comm., 7/12/21

Division Director**Council Sponsor**

CP Beggs

Finance

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

ORDINANCE NO. C36078

An ordinance imposing an immediate moratorium on the consideration of impact fee exemptions; setting a public hearing; establishing a work program; and declaring an emergency.

WHEREAS, the SMC provides for impact fee exemption requests to be considered by the City Council; and

WHEREAS, the COVID-19 pandemic has had, and will likely continue to have, a detrimental impact on the City's ability to provide needed services and infrastructure for all Spokane residents; and

WHEREAS, the City may receive impact fee exemption requests in the future; and

WHEREAS, sections 35.63.200 and 36.70A.390 of the Revised Code of Washington authorize cities to implement land use moratoria without a hearing (see also *Matson v. Clark County Board of Commissioners*, 79 Wash.App. 641, 904 P.2d 317 (1995)); and

WHEREAS, pursuant to RCW 35.63.200 and 36.70A.390, when the City Council adopts a moratorium without holding a public hearing on the proposed moratorium, it must hold a hearing on the adopted moratorium within at least sixty (60) days of its adoption; and

WHEREAS, the City intends to impose a moratorium barring the acceptance or consideration of requests for exemptions from impact fees as currently provided in SMC 17D.075.060; and

WHEREAS, the City also intends to conduct a work program during the pendency of this moratorium, to enable the City Council to hear feedback from the public and interested stakeholders concerning a possible replacement for the impact fee exemption framework; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act ("SEPA"); and

WHEREAS, the City Council adopts the foregoing as its findings of fact justifying its adoption of this ordinance and documenting the existence of an

emergency allowing this ordinance to become effective immediately upon adoption; and

WHEREAS, the City Council finds that the moratorium imposed by this ordinance is necessary for the protection of the public health, safety, property or peace.

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

Section 1. Moratorium Imposed. A moratorium is imposed on the acceptance or consideration of requests for exemptions from impact fees, under SMC 17D.075.060. During the term of this moratorium, the City will not accept, process, or consider requests for impact fee exemptions.

Section 2. Purpose. The purpose of this moratorium is to allow the City adequate time to review and possibly amend its ordinances relating to impact fee exemptions in order to prevent the potential frustration of the City's intent and policy regarding impact fee exemptions.

Section 3. Duration of Moratorium. The moratorium imposed by this Ordinance shall be in effect for a period of six (6) months, beginning on the date of the adoption of this Ordinance.

Section 4. Public Hearing on Moratorium. Pursuant to RCW 35.63.200 and 36.70A.390, the City Council shall hold a public hearing on this moratorium on August 16, 2021. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this moratorium, and either extend the moratorium for an additional six-month period or cancel the moratorium.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 6. Declaration of Emergency and Effective Date. This ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance necessary for the protection of the public health, public safety, public property, or public peace, shall be effective immediately upon its passage. Without an immediate moratorium on the City's acceptance, processing, or consideration of requests for impact fee exemptions, the acceptance, processing, or consideration of such requests by the City could occur under regulations that are inconsistent with the City's legitimate policy of ensuring that the City is able to fund, provide, and maintain essential services and infrastructure within the City of Spokane, for the welfare of its residents.

Current City regulations have not anticipated the potential loss of revenues, which undermine the City's ability to provide necessary services and infrastructure. Therefore, the City's moratorium must be imposed immediately to prevent any development rights from vesting and preserve the City's ability to process requests under valid codes.

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
6/28/2021

Date Rec'd	6/16/2021
Clerk's File #	RES 2021-0054
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	City Council
Contact Name/Phone	Nathan Gwinn 625-6893
Contact E-Mail	ngwinn@spokanecity.org
Agenda Item Type	Resolutions
Agenda Item Name	0320 – Requesting Revisions to the Draft Downtown Plan

Agenda Wording

A Resolution requesting revisions to the current draft Downtown Plan for filing and consideration on Council's Legislative Agenda.

Summary (Background)

Council Members discussed several revisions for incorporation into the Draft Downtown Plan as amendments for Council consideration when the Council makes a final decision whether to adopt the Plan after an upcoming hearing, to be scheduled separately for consideration as an ordinance.

Lease? No Grant related? No Public Works? Yes

Fiscal Impact

Budget Account

Expense \$ Neutral

#

Select \$

#

Select \$

#

Select \$

#

Approvals

Council Notifications

Dept Head

Study Session\Other

Study Session 6/3/2021

Division Director

Council Sponsor

CM Kinnear, CP Beggs

Finance

Distribution List

Legal

kdavis@spokanecity.org

For the Mayor

ngwinn@spokanecity.org

Additional Approvals

Purchasing

**MANAGEMENT &
BUDGET**

RESOLUTION NO. 2021-0054

A Resolution requesting revisions to the current draft Downtown Plan for filing and consideration on Council's Legislative Agenda.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council incorporates the following items, shown in the attachment to this resolution, into the Draft Downtown Plan as amendments for Council consideration when the Council makes a final decision whether to adopt the Plan under Ordinance No. _____:

1. Downtown will have adequate public safety staffing stationed in the Downtown Precinct and adequate public sanitary infrastructure.
2. Downtown and the entire City should have adequate provisions of services for those experiencing homelessness so that they have day and night sheltering space out of the weather and services that will empower them to move into permanent housing.
3. Add documentation in the appendix to reflect the intent for the Downtown BID to serve the entire Downtown boundaries.
4. Specify at ACH 1.4 that proposed "Cultural Trail" will primarily follow Riverside Avenue.
5. Amend LWP 3.4 to "Pursue redevelopment of existing surface parking lots within existing height limits along Spokane Falls Blvd. until such time as the majority of Spokane residents approve a higher height limit."
6. Adjust existing language on multifamily incentives to focus on missing middle housing in LWP 1.4 to "Explore ideas to strengthen incentives for attainable multifamily development and rehabilitation of historic structures Downtown."
7. Add language in the "Well-Organized Downtown" section to upgrade parking payment infrastructure to best available at the time of purchase.
8. Amend existing WO2 language to reflect that net meter revenues can be used for public safety and any purpose consistent with this plan and SMC 07.08.130.
9. Add language to LWP 5.3 to incorporate the goal of supporting buildings meeting requirements of Washington Clean Building Act, including utilization of C-PACER programs.
10. Designate Rookery Block as an opportunity site without emphasizing a public partnership to that component since it is privately held and there is no current indication by the City that it seeks such a partnership.
11. Expressly call out that the two-lane Main Street from Washington to Pine is already well underway towards implementation and is an approved component of this updated plan as adjusted for the City Line (and include latest version in appendix).

Passed by the City Council this ____ day of _____, 2021.

City Clerk

Approved as to form:

Assistant City Attorney

ATTACHMENT to Resolution No. 2021-0054

This attachment is to Resolution No. 2021-0054 requesting revisions to the current draft Downtown Plan for filing and consideration on Council's Legislative Agenda. This attachment shows the tracked changes of the separate potential amendments to the text of the proposed Spokane Downtown Plan recommended for approval by the City Plan Commission on May 12, 2021. See the Plan Commission's recommendations and April 2021 version of the Draft Downtown Plan under Related Documents on the City's website:
<https://my.spokanecity.org/projects/downtown-plan-update/>

Attachment Contents Listed by Proposed Amendment in Resolution

1. Public Safety	2
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1. PUBLIC SAFETY

Section: Action PS1.3 (new)

Draft Plan pages: 87 and 113

[Plan Commission's recommended text, dated May 12, 2021:](#)

Add the following Action under Strategy PS1:

PS1.3 ACTION: Continue the presence of a fully staffed, centralized downtown precinct.

The City should continue to encourage officer visibility and outreach downtown to further the implementation of community-oriented policing. Implementing neighborhood and community-oriented policing is a value established in Chapter 10 of the City of Spokane's Comprehensive Plan. Continuing to maintain an accessible downtown precinct is key to successful implementation of this Comprehensive Plan value.

[Potential City Council proposed changes to Plan Commission text:](#)

Add the following Action under Strategy PS1:

PS1.3 ACTION: Continue the presence of a fully staffed, centralized downtown precinct.

The City should continue to encourage officer visibility and outreach downtown to further the implementation of community-oriented policing. Implementing neighborhood and community-oriented policing is a value established in Chapter 10 of the City of Spokane's Comprehensive Plan. Continuing to maintain an accessible downtown precinct is key to successful implementation of this Comprehensive Plan value. **Downtown should have adequate public safety staffing stationed in the Downtown Precinct and adequate public sanitary infrastructure.**

2. HOMELESS SERVICES

Section: Action W01.5 (new)

Draft Plan pages: 96 and 114

Plan Commission's recommended text, dated May 12, 2021:

Add the following Action under Strategy W01:

W01.5 ACTION: Monitor housing and shelter for low-income residents and residents experiencing homelessness.

Encouraging housing for the low-income and homeless throughout the entire city is a value established in Chapter 6 of the City of Spokane's Comprehensive Plan. To implement this value downtown, the City and the DSP should coordinate with public and private agencies and other appropriate entities to evaluate existing needs, facilities, and programs relative to health and human services downtown.

Potential City Council proposed changes to Plan Commission text:

Add the following Action under Strategy W01:

W01.5 ACTION: Monitor housing and shelter for low-income residents and residents experiencing homelessness.

Encouraging housing for the low-income and homeless throughout the entire city is a value established in Chapter 6 of the City of Spokane's Comprehensive Plan. To implement this value downtown, the City and the DSP should coordinate with public and private agencies and other appropriate entities to evaluate existing needs, facilities, and programs relative to health and human services downtown. Downtown should have adequate provisions of services for those experiencing homelessness so that they have day and night sheltering space out of the weather and services that will empower them to move into permanent housing.

3. BUSINESS IMPROVEMENT DISTRICT (BID) SERVICE AREA

Section: WO3.1

Draft Plan page: 98

Description: The potential text would encourage the extension of Business Improvement District (BID) services throughout the Downtown Planning Area.

See potential text addition proposed to the draft plan in underlined text on the following page.

W03 **STRATEGY:** Develop new promotions and marketing campaign to attract downtown businesses

The Spokane region has a strong marketing campaign for tourism that includes Downtown but is focused more broadly. Downtown would benefit from a new marketing and promotions plan to attract businesses and employers to Downtown by highlighting the many amenities, easy access, parking options, proximity to Riverfront Park, and plans for Downtown.

WO3.1 **ACTION:** Develop a Downtown specific promotions and marketing campaign led by DSP, in partnership with other organizations that have a presence Downtown.

The DSP should lead a collaborative effort to promote Downtown to businesses and major employers both in the region and around the country by highlighting the many assets and opportunities in Downtown. Downtown Spokane enjoys relative affordability, amazing access to the outdoors, a strong sports, arts, and culture scene, historic architecture, and many great surrounding neighborhoods. This should include cooperative marketing with Greater Spokane Incorporated (GSI), the City, Visit Spokane, the Downtown Spokane Partnership (DSP) and Business Improvement District (BID), Health Sciences Campus, and Univ. District that connects with regional branding efforts. **The services of the Downtown BID should be extended throughout the Downtown Planning Area boundaries.**



The VisitOKC site for Oklahoma City, OK is more focused on the City and Downtown than the surrounding region.

Calgary, AB has an active campaign to attract employers and talent to the City.



4. CULTURAL TRAIL

Section: ACH1.4

Draft Plan page: 65

Description: The potential text would relate to the map, which shows the alignment along W Riverside Ave through Downtown.

See potential text addition proposed to the draft plan in underlined text on following page.

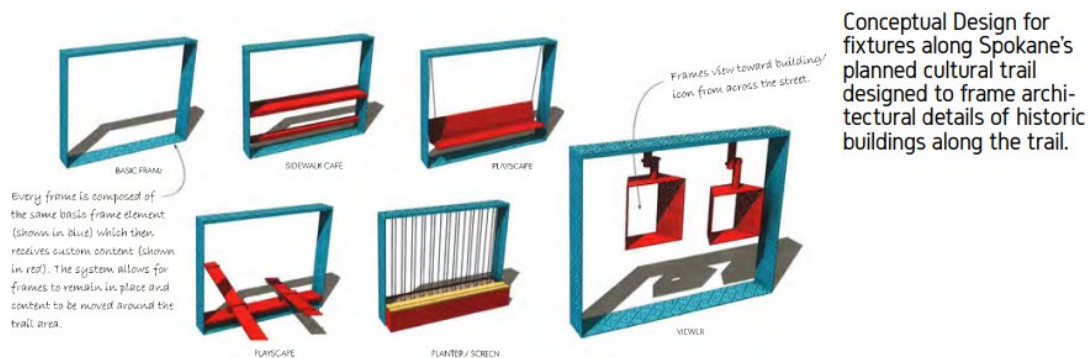
ACH1.4

ACTION: Pursue the idea of a cultural trail that links signature sites and activates streets with the intent of drawing visitors and investment.

Downtown Spokane's historic architecture and cultural uses make for distinctive corridors and a cultural trail can define one of the strongest corridors through Downtown. A cultural trail connecting and directing people to historical sites and destinations Downtown, **primarily aligned along W Riverside Ave through Downtown**, can help tell local stories and highlight Downtown Spokane's historical and cultural gems. This pedestrian-focused connection can act as a draw for tourists, bringing foot traffic to destinations throughout Downtown and connecting surrounding neighborhoods in all directions. The vision for the cultural trail includes streetscape elements and artistic interventions that can help draw people along the length of the trail and create an interactive learning experience. A successful cultural trail can help demonstrate the power of public-private partnerships to help catalyze investment for public benefit and economic development Downtown.



Map of existing plans for a cultural trail through Downtown Spokane connecting to Browne's Addition



5. DOWNTOWN CORE-100 (DTC-100) EXISTING SURFACE PARKING LOTS ALONG W SPOKANE FALLS BLVD

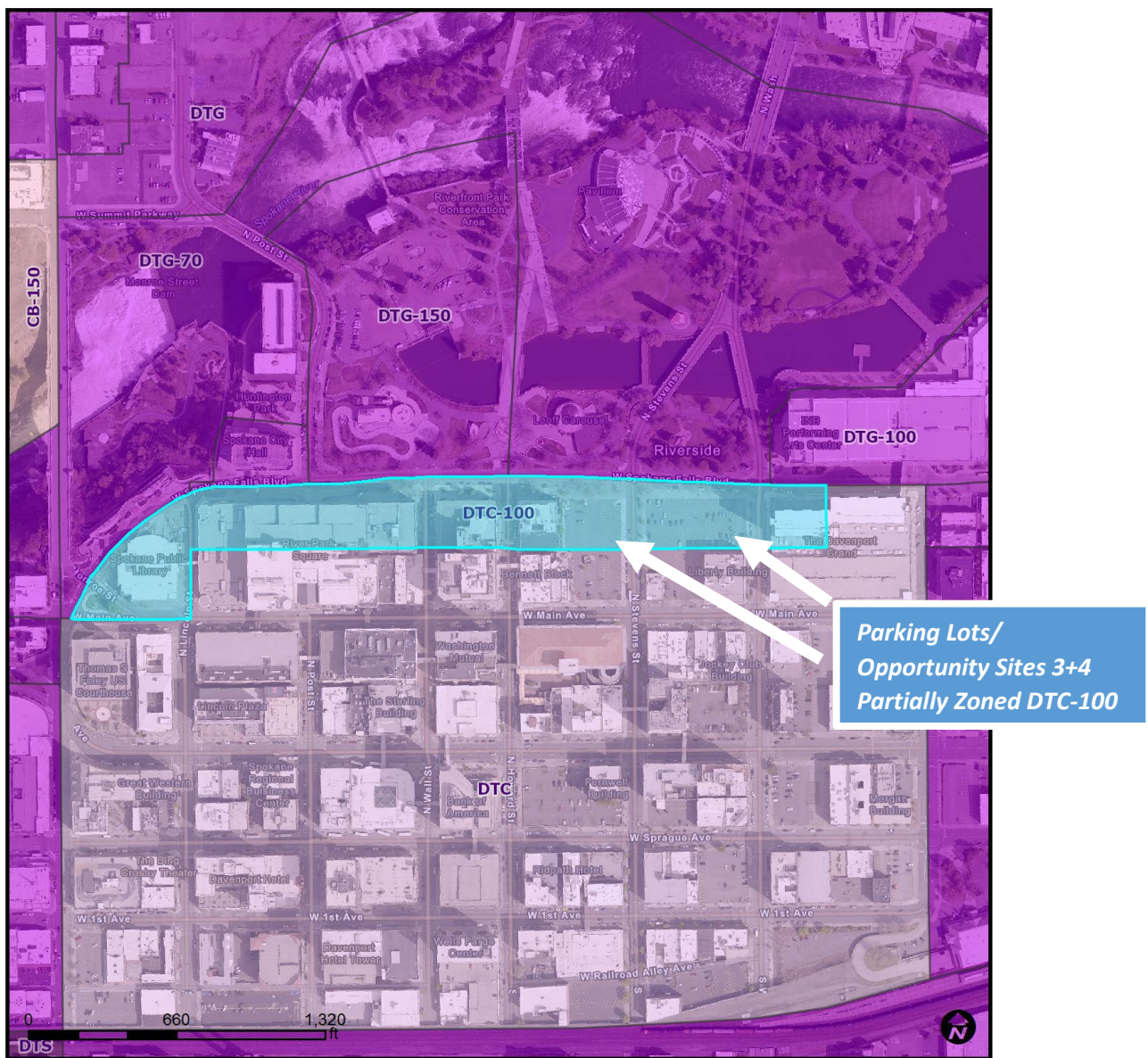
Section: LWP3.4

Draft Plan page: 80 (change also repeats on pages 106, 112)

Description: The potential text would encourage redevelopment of existing surface parking lots within existing height limits along Spokane Falls Blvd. until such time as the majority of Spokane residents approve a higher height limit.

Reference Map of the location of the DTC-100 Zone along Spokane Falls Blvd:

Zoning Map, DTC-100 Zone Selected in Blue



See potential text addition proposed to the draft plan in underlined text on following pages.

LWP3.4 ACTION: Pursue redevelopment of the existing surface parking lots **within the existing height limits** in the DTC-100 Zone along Spokane Falls Boulevard.

The surface parking lots along Spokane Falls Boulevard in the core of Downtown, identified as opportunity sites in the 2008 plan, are maintained as opportunity sites in this plan update. The properties are subject to a height restriction beginning at 100-feet along the north property line, increasing in height farther south, unlike other properties in the adjacent Downtown Core Zone. These height limits are in place to minimize shadows and other potential impacts on Riverfront Park. There is also a perception that the height restriction on these parcels has adversely impacted the economic feasibility of redevelopment, but a detailed real estate analysis has not been conducted.

The City and DSP have conducted multiple shadow and massing studies as part of a lengthy process to reconsider the height restrictions. In 2018, at the completion of the public process the City Plan Commission unanimously recommended the City Council increase building height limits in the DTC-100 Zone along with additional requirements for building massing to minimize shadows on the park, active ground floor uses, and high-quality materials. However, the recommended code amendments have not been adopted. The City should explore performance-based design solutions that enhance the public realm, as alternatives specific to each parcel, if the 2018 recommendations are reconsidered.

The City and DSP should include these opportunity sites in the detailed economic analysis to assess market demand for residential and non-residential uses, and should be partners in a site-specific residual land value and pro-forma analysis of these properties. These real estate and financial analyses should capture public benefits and value of public spaces and other public amenities that could be integrated into a project on these sites. This offers a clear pathway for the community and decision-makers understand the tradeoffs between allowing additional height and potential impacts of shading.

As these are prime opportunity sites, the City, DSP, and partners should determine how best to facilitate redevelopment that contributes to a more active and vibrant Downtown.



A redevelopment concept in the DTC-100 zone that exceeds the current 100' height limit but with limits on the size of the towers to minimize shading in Riverfront Park.

Note:
Remove
this image
and
caption,
shown
here at
left, from
the final
draft.

6. ATTAINABLE MULTIFAMILY HOUSING

Section: LWP1.4

Draft Plan page: 76 (change also repeats on p. 111)

Description: The potential text would adjust existing language on multifamily incentives to focus on missing middle housing in LWP 1.4 to “Explore ideas to strengthen incentives for attainable multifamily development and rehabilitation of historic structures Downtown.”

See potential text addition proposed to the draft plan in underlined text on following page.

LWP1.4 ACTION: Explore ideas to strengthen incentives for **attainable** multi-family development and rehabilitation of historic structures Downtown.

The City of Spokane offers tax-based incentives that have been critical to investment Downtown, including the Multi-Family Tax Exemption (MFTE) and Special Tax Valuation for historic properties. The MFTE Program helps make multifamily residential development Downtown feasible, and the Special Tax Valuation helps defray the costs of rehabilitating structures on Spokane's local historic register. Maintaining both incentive programs is important to the long-term success of Downtown, and the City should explore ways to complement them with zoning and permitting incentives or other programs, like design review that could support multi-family development, affordable housing, and restoration of historic buildings and sites Downtown.

Downtown Spokane can support multifamily development, but the MFTE Program has proven an important component of how these projects are structured financially, and the most effective incentive for higher intensity residential development the City offers. If the City pursues changes to the MFTE as part of an affordable housing strategy, these changes should be subject to thorough economic and real estate analysis to ensure that they do not stall multi-family development Downtown.



The historic St Charles Hospital in Aurora IL was restored and converted to senior apartments using a variety of incentives



Development in Kendall Yards that utilized the City's MFTE incentive to effectuate redevelopment.

Section: WO2.3

Draft Plan page: 97

Description: The potential text would add language in the “Well-Organized Downtown” section to allow upgrades to paid parking meters, such as kiosks and enhanced pay by phone infrastructure.

See potential text addition proposed to the draft plan in underlined text, and a correction to delete ~~struck through~~ text, on the following page.

WO2.2 ACTION: Work with the property owners to proactively address the future of the Parkade building and site.

The Parkade is an icon in Downtown and provides a significant amount of off-street structured parking with over 900 parking stalls that serve Downtown employees, customer, and visitors. The structure, at over 50 years old, is eligible for historic designation locally and through the National Register of Historic Places. The structure is in nearing the end of its functional life and without major renovations and structural improvements it will not be functional. The owners, the City, the DSP, and other partners should pursue the renovation of the Parkade as a cultural and architectural icon. Options for preservation may include preserving the existing parking, adaptive reuse or potentially redevelopment that would likely include a parking component.

WO2.3 ACTION: Develop and maintain parking revenue scenarios for on-street parking to effectively implement parking demand management and new upgrades to the latest technologies in the Paid Parking Zone.

The Downtown Parking Study recommended strategies to adjust rates for on-street parking to improve ~~ment~~ management, diversify parking revenue, invest in new technology, and enhance net meter revenue to support parking, public space, and mobility improvements in Downtown. Rates should be adjusted based on managing demand and aligning with off-street rates while allowing for investments in the parking system to improve the user experience in Downtown.

WO2.4 ACTION: Leverage City investments in parking technology to facilitate a dynamic and flexible off-street shared parking program.

The City of Spokane does not currently have a major role in owning or managing public off-street parking in Downtown. The majority of off-street parking is privately owned and maintained resulting in a fragmented system and poor user experience at some facilities. The City is planning technology improvements for the on-street system that should be accessible to off-street parking facility owners and operators to create a unified shared parking program. The City and DSP should also consider development of a shared parking brand for Downtown that can be used for communications, marketing, and wayfinding to improve awareness and access to off-street parking.

8. NET METER REVENUE PURPOSE

Section: WO2

Draft Plan page: 96

Description: The text would change existing WO2 language to reflect that net meter revenues can be used for other purposes, such as public safety and any purpose consistent with this plan and SMC 07.08.130.

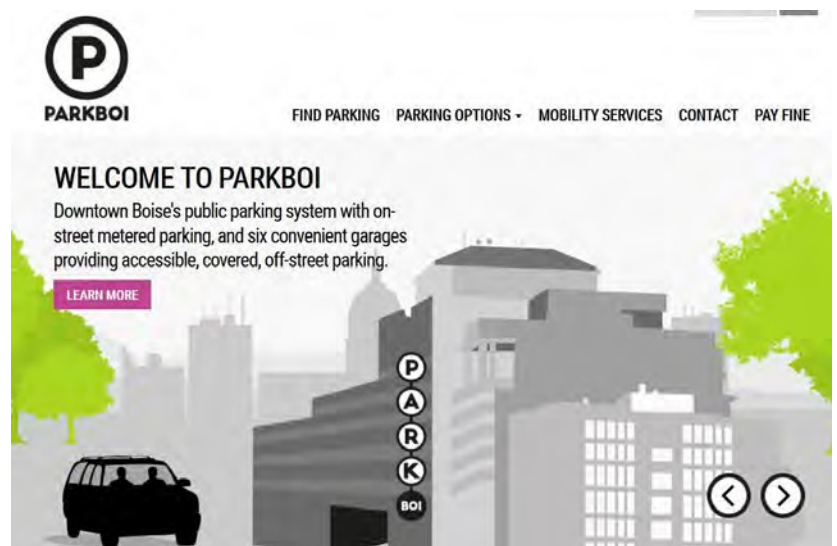
See potential text addition proposed to the draft plan in underlined text on the following page.

W02 **STRATEGY:** Leverage parking management to improve Downtown and enhance the Paid Parking Zone

The City has a Paid Parking Zone for Downtown where all net on-street parking revenue is allocated for investments in Downtown such as streetscape or parking improvements. This strategy would enhance the program through implementing strategies in the Downtown Parking Plan, using additional funds when available to continue streetscape improvements and implement other components of the Downtown Plan, such as infrastructure that supports public safety.

W02.1 **ACTION:** Use the existing Downtown Spokane Community Investment Group (DCIG) Community Development Corporation, or a Public Development Authority to develop structured parking and manage existing facilities.

Off-street parking is mostly privately owned and managed. The result is a fragmented and inefficient system with a user experience that is often poor. With portions of the Downtown dominated by surface parking lots, the walk to destinations can be uncomfortable and result in a higher demand for well-managed parking where users feel safe and secure. The goal of the PDA or DCIG would be to reduce surface parking Downtown, create new structured parking that is well-managed, safe, adaptable to future reuse, and secure, and actively manage off-street parking under a shared parking system, including parking wayfinding and user-oriented tools that help people find available parking. Structured parking should minimize the impact of parking on the pedestrian realm with ground-floor uses, design of vehicular access, adaptive strategies, and facade treatments that make for a more engaging, pedestrian-oriented structure while preserving the capacity to convert such a facility to a higher and better use for the Downtown in the future.



The ParkBOI program operated by Boise's CCDC, has expanded the availability of parking in garages Downtown, and with effective management and communications makes parking Downtown easier to find.

9. WASHINGTON CLEAN BUILDINGS ACT

Section: LWP5.3

Draft Plan page: 84

Description: The text would add language to LWP 5.3 to incorporate the goal of supporting buildings meeting requirements of Washington Clean Buildings Act.

See potential text addition proposed to the draft plan in underlined text on the following page.

LWP5.3 ACTION: Mitigate the urban heat island effect Downtown in order to reduce vulnerability to extreme heat events.

Urban centers are particularly vulnerable to extreme heat events because they are already warmer than surrounding non-urbanized areas. The City can take steps to make Downtown and Spokane as a whole more resilient to heat and adapt existing buildings to more extreme heat by integrating cool pavement with higher solar reflectance or coatings that reduce heat absorption into long term planning and capital projects. The City should work to create a more complete tree canopy Downtown, filling gaps in the network of street trees to shade paved areas from the sun.

For private development the City should explore requirements and incentives for cool roof design materials with lower solar absorption and incentives for Eco roofs or vegetated roofs, in addition to energy performance provisions of the Washington Clean Buildings Act. Surface parking areas contribute disproportionately to warming in urban environments, and the City should evaluate its current parking standards for opportunities to incorporate cool paving materials and additional landscaping and shade trees with surface parking in and around Downtown.

LWP5.4 ACTION: Support a healthy local food system, with readily available fresh food and locally produced food.

The City and DSP should continue to support efforts to locate new grocers Downtown and develop ground-floor spaces for grocery stores that provide access to locally produced food. The City should consider working with market organizers and vendors to find a more central Downtown location for the Spokane farmer's market to expand access to locally produced foods.

Section: PS2.6

Draft Plan page: 92 (change also repeated on pages 101 and 114)

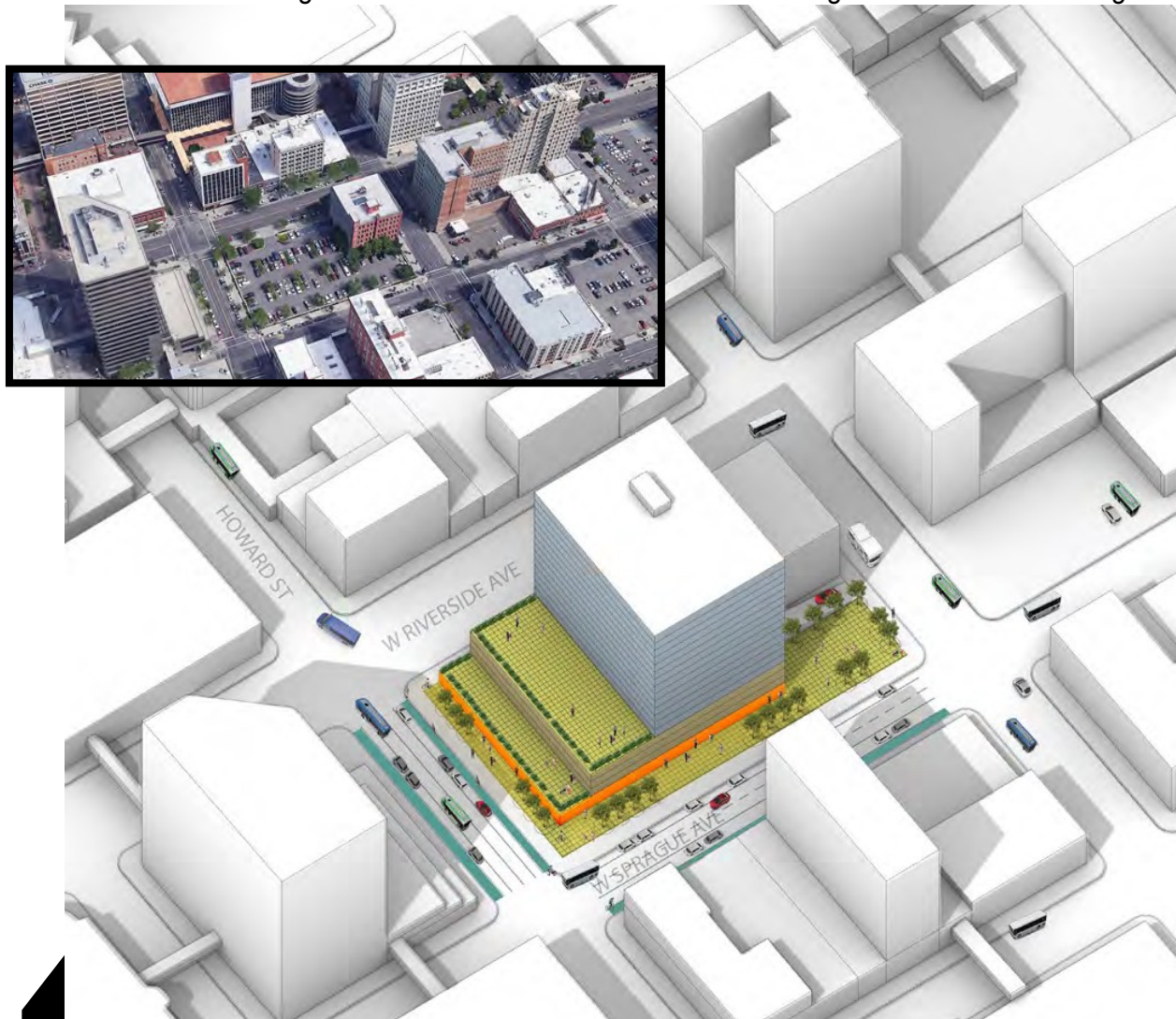
Description: The potential text would designate the Rookery Block as an opportunity site without emphasizing a public partnership to that component since it is privately held and there is no current indication by the City that it seeks such a partnership.

See potential text addition proposed to the draft plan in underlined text, and delete ~~struck through~~ text, on the following page.

PS2.6

ACTION: ~~Pursue a public/private partnership to develop~~ Support development of public spaces on sites such as the Rookery Block, shown below, ~~with public spaces~~ in conjunction with new development.

The Rookery Block is ideally located for a major public space incorporating both indoor and outdoor space. The graphic illustrates a concept that includes a high-ceiling public market space at grade, parking levels above, accessed off Stevens Street, and a tower for residential and/or office. An alternative access on Riverside would provide ingress/egress from a two-way arterial and preserve windows, exits, and ground-level activation on the Fernwell Building's south facade. Plaza space is shown along Howard and Sprague in conjunction with the highly active street level, ideally with operable doors opening to the public market in good weather. Plaza space on the south east corner retains a view of the historic Fernwell Building on the northeast corner and avoids blocking windows of the building.

**FIGURE**

Visualization of potential development on the Rookery Block with public spaces integrated into the site and structure, and active

11. MAIN AVENUE VISIONING STUDY

Section: CW1

Draft Plan page: 39

Description: The potential text would expressly call out that the two-lane Main Avenue from Washington St to Pine St is already well underway towards implementation and is an approved component of this updated plan as adjusted for the City Line (and include latest version in appendix).

See potential text addition proposed to the draft plan in underlined text on the following page.

SPOKANE FALLS BOULEVARD is distinct as the edge of Riverfront Park. The south side of Spokane Falls Boulevard can benefit from adjacency to the park and provide compatible uses, such as restaurants and cafes. It is also important for through traffic, with the highest volumes of the east-west retail corridors.

MAIN AVENUE, between Lincoln and Howard and immediately west of Division, has the strongest retail character. Main also has areas with excellent pedestrian-scale streetscape that can serve as a model.

In 2017, the City Council approved the Main Avenue Visioning Study from Washington Street to Pine Street. The Visioning Study, included in Appendix B, is an approved component of this updated plan as adjusted for the City Line.

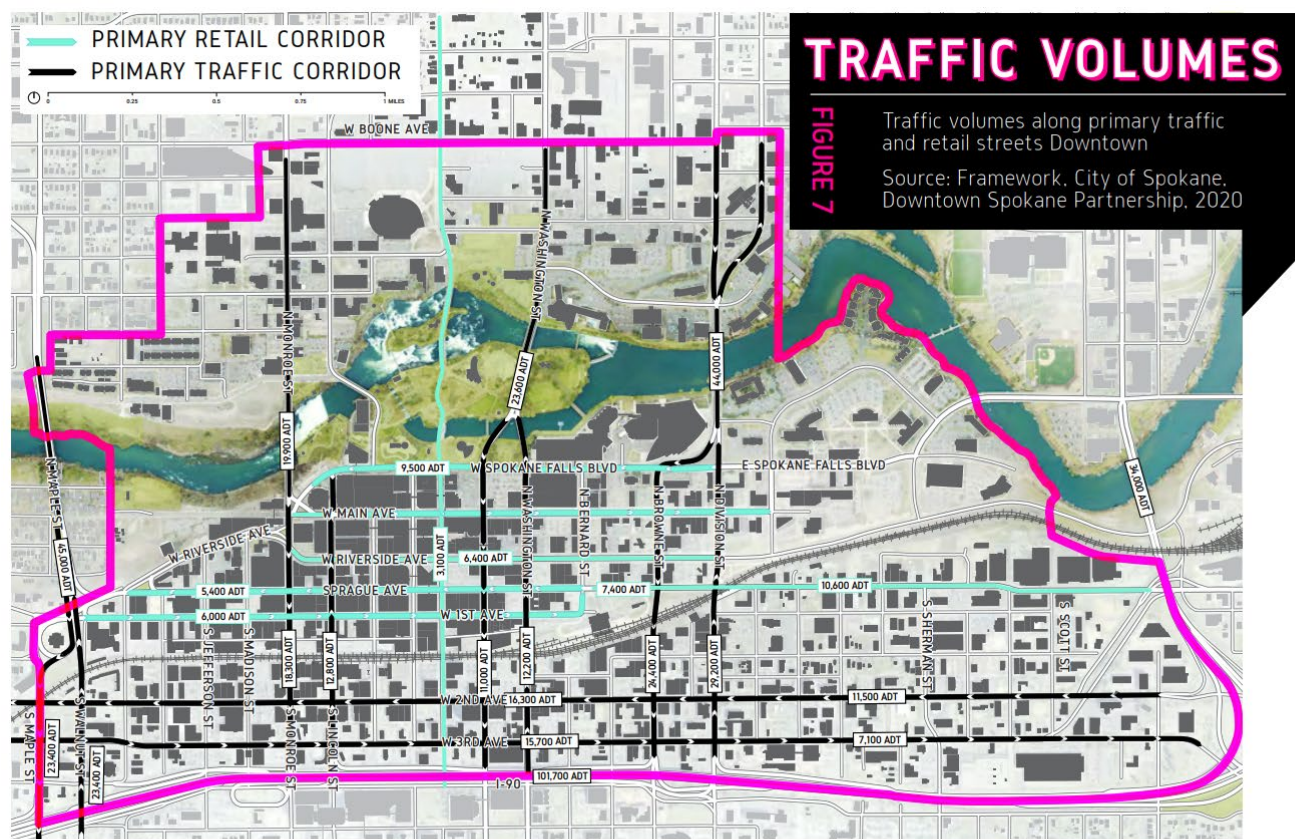
RIVERSIDE AVENUE / MLK JR WAY has the only two-way configuration of the east-west streets, and it has good connectivity to the east and the west. It is central to the five major east-west retail corridors of Downtown. All of these characteristics make it ideal for multi-modal and transit use.

SPRAGUE AVENUE has lower traffic volumes along with a high concentration of historic buildings and cultural uses, including the Davenport, the Knitting Factory and the Fox. Sprague has the potential to highlight some of Downtown Spokane's unique architecture and cultural venues.

FIRST AVENUE is farther from the river and one block from the elevated rail tracks, retaining some of the working feel of old Spokane. Along with Railroad Alley, it benefits from a mix of uses and a less refined aesthetic.

HOWARD STREET has been identified in previous plans and used as a key pedestrian street because of its connection through Riverfront Park. This plan also recognizes Howard as an important pedestrian and bicycle route and retail street through the Downtown Core.

STEVENS STREET is a one-way connector southbound from the North Bank through Downtown to neighborhoods to the south. There is an opportunity to add on-street parking and bike facilities in the Downtown core.



CHARTER AMENDMENT ADOPTING THE SPOKANE CLEANER ENERGY PROTECTION ACT

WHEREAS, the citizens of the City of Spokane recognize the need for clean energy and dependable sources of power for its citizens and businesses; and

WHEREAS, the citizens of Spokane expect the City to permit abundant hydroelectric power and natural gas to be purchased and used by the citizens and businesses of Spokane; and

WHEREAS, the carbon emissions from both hydroelectric power and natural gas are substantially less than coal fired power plants; and

WHEREAS, the citizens of the City of Spokane want to encourage cleaner sources of energy; and

WHEREAS, the citizens desire dependable power that can provide for the needs of all citizens and businesses as our country transitions away from carbon-based energy.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SPOKANE HEREBY ORDAIN:

Section 1. Article III of the City Charter of the City of Spokane shall be amended to adding a new section 21.7 to read as follows:

Section 21.7 – Spokane Cleaner Energy Protection Act

- A. The City of Spokane may not enact any code, ordinance, or regulation that would prohibit or have the effect of prohibiting, or to otherwise regulate in a manner that would prohibit or have the effect of prohibiting:
 - 1. a hydroelectric utility or company, an electrical company, or a natural gas company or a utility, or a public or municipal utility from furnishing utility service to a utility customer; or
 - 2. a customer of an energy company, a public or municipal utility, or a department of public or municipal utilities from:
 - a. purchasing;
 - b. using; or
 - c. connecting or reconnecting to; a utility service; based on the energy source of the utility service being hydroelectric power or natural gas.
- B. The City of Spokane shall not prohibit the sale, installation, or use of any of the following:
 - 1. Natural gas-powered home heating equipment.
 - 2. Natural gas-powered home appliances.
 - 3. Grills, stoves, and other food preparation appliances designed to be used outdoors.
 - 4. Natural gas powered:
 - a. heating appliances and furnaces to heat swimming pools; and
 - b. torches, lamps, and other decorative features; designed to be used outdoors.

Section 2. Severability. If any provision of this charter amendment or its application to any person or circumstance is held invalid, the remainder of the amendment or the application of the provision to other persons or circumstances is not affected.

Section 3. Submission to the Voters. This City Charter amendment ordinance shall be submitted to the voters of the City of Spokane for their approval or rejection at the next applicable election under Section 82 of the Spokane City Charter.

Section 4. Effective Date. This Charter amendment, if approved by the voters, shall take effect and be in full force upon the issuance of the certificate of election by the Spokane County Auditor's Office.

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

07/12/2021

Date Rec'd

6/21/2021

Clerk's File #

RES 2021-0055

Renews #**Submitting Dept**

FACILITIES MANAGEMENT

Cross Ref #**Contact Name/Phone**

DAVE STEELE X6064

Project #**Contact E-Mail**

DSTEELE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

5900 - SURPLUS PROPERTY RESOLUTION

Agenda Wording

Both 1927 E Dalton and 2912 E Wabash were acquired through the Spokane County tax foreclosure process with the intent of returning them to the tax roles. The city has associated clean up costs for both lots.

Summary (Background)

The Real Estate Review Committee (RERC) met and reviewed 3 properties. The final consensus was to declare 1927 East Dalton and 2912 East Wabash surplus and list them with a qualified residential broker for immediate sale. The subsequent committee report was reviewed, and concurrence was provided from the Mayor's office for the action. The sale of these properties will recoup a portion of those costs.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ TBD

99999

Select \$

#

Select \$

#

Select \$

#

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

TEAL, JEFFREY

Study Session\Other

F&A 6-21-2021

Division Director

WALLACE, TONYA

Council Sponsor

CM Mumm

Finance

BUSTOS, KIM

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Briefing Paper F&A Committee

Division & Department:	Finance – Facilities Department
Subject:	Surplus Property Resolution
Date:	06/21/2021
Author (email & phone):	dsteele@spokanecity.org 625-6064
City Council Sponsor:	CM Mumm
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comp Plan, Strategic Plan
Strategic Initiative:	Sustainability
Deadline:	NA
Outcome: (deliverables, delivery duties, milestones to meet)	Adoption of a surplus property resolution declaring two residential lots surplus and authorizing the sale of both properties
Background/History: The Real Estate Review Committee (RERC) met and reviewed 3 properties. The final consensus was to declare 1927 East Dalton and 2912 East Wabash surplus and list them with a qualified residential broker for immediate sale. The subsequent committee report was reviewed, and concurrence was provided from the Mayor's office for the action.	
Executive Summary: <ul style="list-style-type: none"> Both 1927 East Dalton and 2912 East Wabash were acquired through the Spokane County tax foreclosure process with the intent of returning them to the tax roles. The city has associated clean up costs for both lots. The sale of these properties will recoup a portion of those costs. 	
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.) <i>Match requirements will be determined at the time of award.</i>	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No N/A Specify changes required: Known challenges/barriers:	

RESOLUTION 2021-0055

A RESOLUTION PROVIDING FOR THE SALE OF SURPLUS CITY PROPERTY.

WHEREAS, the City of Spokane is the owner of certain properties located in the City of Spokane, County of Spokane, State of Washington, and more particularly described in Exhibit A hereto ("Properties"); and

WHEREAS, pursuant to Chapter 12.10 of the Spokane Municipal Code, the Real Estate Review Committee reviewed the Properties and recommends that the City declare the Properties surplus and authorize the City's Facilities Department to find buyers for the Properties; and

WHEREAS, the Properties were acquired by the City of Spokane through the public auction process conducted by Spokane County due to non-payment of property taxes and settlement of property liens in order to protect the City of Spokane's lien position and possible recovery; and,

WHEREAS, the City of Spokane finds that the Properties are no longer needed for a public use of the City of Spokane and has determined it to be in the public interest to offer them for sale; and

WHEREAS, RCW 35.22.280(3) authorizes the City to dispose of surplus property upon commercially reasonable means; and

WHEREAS, the City of Spokane is required to seek fair market value for the Properties.

NOW, THEREFORE - - it is hereby resolved by the City of Spokane City Council; as follows:

1. The Properties are hereby declared to be surplus City property no longer needed for the present and foreseeable public uses of the City. The following described Properties are hereby declared to be of low value and surplus to the public needs of the City.

Type	Address	Parcel Number
Residential	1927 East Dalton	35043.0130
Residential	2912 East Wabash	36343.2806

2. The Mayor has directed the City's Facilities Department to dispose of the surplus Properties by determining the fair market value of the Properties using commercially reasonable means and seeking a qualified buyer or buyers for the Properties and to negotiate the terms of a purchase and sale agreement(s) with said buyer(s). The final negotiated terms of the purchase and sale agreement(s) is subject to final approval by the

City Council.

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

City Clerk

Approved as to form:

Assistant City Attorney

EXHIBIT "A"

1927 East Dalton

Assessor's parcel number: 35043.0130

2912 East Wabash

Assessor's parcel number: 36343.2806

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

07/12/2021

Date Rec'd

6/17/2021

Clerk's File #

RES 2021-0056

Renews #**Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

ELDON BROWN 6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**4700 – STREET VACATION OF PORTIONS OF LINTON & WEST STREETS
BETWEEN CLARKE**Agenda Wording**

Resolution setting hearing before the City Council for August 16, 2021 for the vacation of Linton & West Streets between Clarke and Riverside in Peaceful Valley, as requested by Richard Palmer.

Summary (Background)

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Revenue \$ \$67,731.00

3200 49199 99999 39510

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session\Other

UE 06/14/2021

Division Director

BECKER, KRIS

Council Sponsor

CM Lori Kinnear

Finance

ORLOB, KIMBERLY

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For the Mayor

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Additional Approvals

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Purchasing

RESOLUTION 2021-0056

WHEREAS, on March 31, 2021, the Spokane City Council received a petition for the vacation of portions of Linton and West Streets between Clarke and Riverside in Peaceful Valley, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting portions of Linton and West Streets between Clarke and Riverside in Peaceful Valley, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate portions of Linton and West Streets between Clarke and Riverside in Peaceful Valley, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **August 16, 2021**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

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

City Clerk

Approved as to form:


Assistant City Attorney

P1906991VACA



**Right-of-way Description:
West Street between Clarke and
Riverside and Linton Ave between
West St. and the west line of Lot 38
of Bennetts Add**

Legend

 **Proposed Vacation**

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



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

07/12/2021

Date Rec'd

6/21/2021

Clerk's File #

RES 2021-0057

Renews #**Submitting Dept**

AIRPORTS

Cross Ref #**Contact Name/Phone**

LARRY 455-6419

Project #**Contact E-Mail**

LKRAUTER@SPOKANEAIRPORTS.NET

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

AIRPORTS - JOINT RESOLUTION

Agenda Wording

City-County Joint Resolution authorizing the Airport Board to sell property identified as a portion of Spokane County Assessor Parcel 25295.9050, comprised of approximately 65.806 acres of land located generally at the south side of U.S. Highway 2, west of South Spotted Road in the City.

Summary (Background)

Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, the Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer or disposal of real property.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

KRAUTER, LARRY

Study Session\Other

6/21/2021 Finance

Division Director**Council Sponsor**

CP Beggs

Finance

BUSTOS, KIM

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For the Mayor

ORMSBY, MICHAEL

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Additional Approvals

kfukai@spokaneairports.net

Purchasing

Briefing Paper

Finance and Administration Committee

Division & Department:	Spokane Airport Board		
Subject:	Airport's Joint Resolution		
Date:	May 5, 2021		
Author (email & phone):	Larry Krauter, CEO, Spokane Airports, lkrauter@spokaneairports.net or 455-6419		
City Council Sponsor:	Council President Beggs		
Executive Sponsor:			
Committee(s) Impacted:	Finance and Administration		
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)	Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, the Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer or disposal of real property.		
Strategic Initiative:			
Deadline:			
Outcome: (deliverables, delivery duties, milestones to meet)	Approved joint resolution		
<u>Background/History:</u> Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sale property located on a portion of Spokane County Assessor Tax Parcel No. 25295.9050, comprising of approximately 65.806 acres of land at Spokane International Airport.			
<u>Executive Summary:</u>			
<u>Budget Impact:</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No (for 2020) Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)			
} N/A			
<u>Operations Impact:</u> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: Known challenges/barriers:			
} N/A			

City Resolution No: 2021-0057
County Resolution No. _____

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON
AND
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF AUTHORIZING)	
THE AIRPORT BOARD TO)	JOINT RESOLUTION
SELL PROPERTY IDENTIFIED AS)	
A PORTION OF SPOKANE COUNTY)	
ASSESSOR PARCEL 25295.9050)	

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County ("County"), by and through its Board of County Commissioners, and the City of Spokane ("City"), by and through its City Council, entered into an agreement dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park ("Agreement"); and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

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

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board is authorized to sell the Property, on the terms and conditions set forth in Exhibit A; and
2. That the Chief Executive Officer of the Airport Board be and is hereby authorized to prepare and execute any documents on behalf of Spokane County and City of Spokane to sell the Property.

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

Terri L. Pfister, City Clerk

Approved as to form:

City Attorney

ADOPTED by the Board of County Commissioners of Spokane County, Washington this _____
day of _____, 2021.

Josh Kerns, Chair

ATTEST:

Mary L. Kuney, Vice-Chair

Ginna Vasquez
Clerk of the Board

Al French, Commissioner

EXHIBIT A

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



**REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made as of the 20th day of May, 2021 (the "Effective Date"), by and between the SPOKANE AIRPORT, by and through its Airport Board ("Airport Board"), created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington ("Seller"), and WEST PLAINS DEVELOPMENT, L.L.C., a Washington limited liability company ("Buyer"). Seller and Buyer may be referred to collectively as the "Parties" and individually as a "Party" in this Agreement.

A. Seller is the owner of fee simple title to tax parcel 25295.9050 consisting of approximately 429.19 acres located generally at the south side of U.S. Highway 2, west of South Spotted Road in the city of Spokane ("City"), Spokane County ("County"), Washington ("State"), as more particularly bounded and described on Exhibit A-1 attached hereto (the "Seller Property").

B. Buyer desires to acquire a portion of the Seller Property consisting of approximately 65.806 acres located generally at the south side of U.S. Highway 2, west of South Spotted Road, north of West Airport Drive in the City, County, State, depicted as "lot 2" on Exhibit A-2 attached hereto (the "Real Property") and together with those items described in Recitals C through F, collectively hereinafter referred to as the "Property"), and all right, title and interest of Seller, if any, in and to the land lying within any street or roadway adjoining the Real Property or any vacated street or alley adjoining the Real Property, together with:

C. All improvements, if any, on the Real Property, together with that certain Land Lease Agreement dated May 19, 2021 with Granite Investment, L.L.C. for the use and occupancy of a portion of Real Property (the "Granite Lease");

D. All mineral rights, air and water rights, and rights and easements appurtenant to the Real Property owned by Seller, if any;

E. All licenses, permits, land use designations, approvals, various waivers or consents applicable to the Real Property (collectively, the "Permits"), to the extent transferable and held by Seller, issued or subject to the laws of the United States, the State, County, or City, other authority, department, commission, board, bureau, agency, unit, or instrumentality, (collectively "Governmental Authorities"); and

F. Certain surveys, soil and substrata studies, environmental reports, and other plans, diagrams, or studies, if any, with respect to the Real Property.

NOW, THEREFORE, Seller desires to sell and Buyer desires to purchase the Property upon the terms and conditions set forth in this Agreement, as follows:

1. Sale of Property. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, upon the terms and conditions set forth in this Agreement. As used in this Agreement, "Business Day" means any day other than: (i) a Saturday, (ii) a Sunday, or (iii) days on which branches of national banks located in the County are closed.

2. Earnest Money. Within three (3) Business Days after the Effective Date, Buyer shall deposit with SPOKANE COUNTY TITLE, 1010 North Normandie, Suite 100, Spokane, WA 99201 (Attn: Keith Newell) ("Escrow Agent" or "Title Company") the sum of Forty Thousand Dollars

(\$40,000.00) in Current Funds (as hereinafter defined) as earnest money (the "Earnest Money"), to be applied for the account of Buyer as a credit against the Purchase Price (as defined in Section 3). Upon the expiration of the Review Period (as defined in Section 4.1), the Earnest Money shall be nonrefundable to Buyer, except as otherwise set forth in this Agreement. Upon receipt, Escrow Agent, at the option of Buyer, may deposit the Earnest Money in an interest-bearing account in order to accrue interest earned on the Earnest Money for the account of Buyer. Any interest earned on the Earnest Money will be part of the Earnest Money under this Agreement. When Escrow Agent disburses the Earnest Money as provided in this Agreement, any and all interest that has accrued thereon shall be disbursed to the Party entitled to the Earnest Money. Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms of this Agreement. At Closing (defined in Section 6.1), Escrow Agent shall apply the Earnest Money toward the Purchase Price.

3. Purchase Price. The purchase price for the Property will be the product of Thirty-Nine Thousand Two Hundred Four Dollars (\$39,204) per acre (i.e. \$0.90/square foot) multiplied by the actual number of acres of the Real Property as shown on the Final Short Plat (as defined herein) (the "Purchase Price"), together with Buyer's share of closing costs and prorations, as set forth in this Agreement. The Purchase Price will be paid as follows at Closing: (i) the Earnest Money will be credited toward the Purchase Price; and (ii) the remainder of the Purchase Price will be paid in Current Funds. As used in this Agreement, "Current Funds" means wire transfers, certified funds, or cashier's checks in a form acceptable to Escrow Agent that would permit Escrow Agent to immediately disburse such funds. The foregoing Purchase Price assumes that the Real Property will consist of approximately 2,866,509.36 square feet and that Buyer will pay a purchase price equal to the total number of square feet multiplied by \$0.90 per square foot. If the actual square feet of Real Property, as shown on the Final Short Plat (as herein defined) is greater or less than 2,866,509.36 square feet, the Purchase Price will be increased or decreased to equal the actual number of square feet, multiplied by the foregoing per square foot price.

4. Due Diligence Inspections and Title Review.

4.1 Review Period. As used in this Agreement, the term "Review Period" means that period of time commencing on the Effective Date and expiring at 5:00 p.m. local time in the County the date that is one hundred fifty (150) days after the Effective Date, or upon earlier termination of this Agreement.

4.2 Review of Title. Within ten (10) days after the Effective Date, Seller shall cause the Title Company to deliver a commitment for the Title Policy (as defined in Section 6.3(b)) to the Parties. The commitment must be accompanied by legible copies of all documents referred to in Schedule B of the commitment (the commitment and documents are collectively referred to in this Agreement as the "Title Report").

(a) Objections. Buyer shall review the Title Report and may, prior to the expiration of the Review Period, provide Seller and Title Company with written notice of the title exceptions that are acceptable or objectionable to Buyer, in Buyer's discretion (each such objectionable matter or exception considered a "Disapproved Matter"). If Buyer timely notifies Seller and Title Company of any Disapproved Matter(s) prior to expiration of the Review Period, Seller may, within five (5) days following Seller's receipt of Buyer's written notice of Disapproved Matter(s), notify Buyer and Escrow Agent that: (i) Seller will remove or correct such Disapproved Matter as of or before Closing, or (ii) Seller will not remove any or certain Disapproved Matter(s). If Seller does not respond within such period, Seller will be deemed to have elected option (ii) above. If Seller elects, within its discretion, or is deemed to have elected not to eliminate those objections with reference to such Disapproved Matter(s), in form and substance acceptable to Buyer, in Buyer's discretion, Buyer may, within five (5) days of receipt of

such Seller's response to Buyer's written notice, either: (y) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, or (z) give written notice to Seller and Escrow Agent, agreeing to accept title to the Property subject to such Disapproved Matters, in which case such Disapproved Matters shall be Permitted Exceptions (as defined in Section 4.2(c), below), and if Buyer fails to elect either option (y) or (z) above, Buyer will be deemed to have elected option (z).

(b) Supplements; Amendments. If the Title Company issues a supplement or amendment to the Title Report showing additional title exceptions which were not contained in the initial Title Report (each, an "Amended Report"), Buyer will have three (3) days from the date of receipt of each Amended Report, and a copy of each document referred to in the Amended Report that was not contained in the initial Title Report, in which to give notice of its acceptance of or objection to any additional title exceptions except if said supplements or amendments are a result of Buyer's actions, in which case Buyer shall not be entitled to object to such additional title exceptions. If Buyer provides Seller with notice of the basis of objection to the status of Seller's title as shown in the Amended Report, Seller will have the option, but not the obligation, to: (i) eliminate Buyer's objections, (ii) obtain title insurance endorsements regarding such objections, or (iii) cure any objectionable matter within three (3) days after receipt of such written notice, in each case, in form and substance acceptable to Buyer. If, prior to the expiration of the three (3) day period, Seller does not cure such objections, Buyer will have the option to terminate this Agreement within one (1) Business Day after expiration of such three (3) day period by giving written notice of termination to Seller and Escrow Agent, and if Buyer does not elect to terminate the Agreement within such one (1) Business Day period, Buyer will be deemed to have agreed to accept title subject to such objections, in which case such additional title exceptions shall be Permitted Exceptions. If Seller's three (3) day cure period would expire after the scheduled Closing Date (as defined in Section 6.1, below), the Closing Date will be extended until the expiration of the time periods set forth in this Section.

(c) Failure to Provide Written Acceptance. Any item that Buyer accepts in writing or is deemed to have accepted pursuant to the terms of this Agreement will be a "Permitted Exception." The term "Permitted Exceptions" also includes and Buyer may not disapprove or object to the following: all zoning ordinances and regulations and any other laws, ordinances, or governmental regulations and restrictions regulating the use, occupancy or enjoyment of the Property; such state of facts as would be disclosed by a survey or physical inspection of the Real Property (unless Buyer obtains a survey); the lien of taxes and assessments not yet delinquent; any exclusions from coverage set forth in the jacket of the Title Policy; the Avigation Easement (as defined below); or any exceptions caused by Buyer or Buyer's Agents. Notwithstanding the foregoing, Buyer will not be required to disapprove or object to, and Seller covenants to remove as an encumbrance against title to the Property on or prior to the Closing, any deeds of trust, monetary liens, or monetary encumbrances (except for real property taxes and assessments not yet due) created by Seller. If Buyer does not provide written acceptance of an exception to title as disclosed by the Title Report or an Amended Report within the applicable time period, Buyer will be deemed to have accepted such matter. If this Agreement is terminated due to Seller's failure to eliminate or cure any of Buyer's objections under this Section 4.2, the Escrow Agent shall immediately disburse to Buyer all Earnest Money, together with any documents or instruments that Buyer has deposited with the Escrow Agent, and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

4.3 Survey. At any time through the Closing Date, Buyer, at its expense, may obtain a current or updated survey of the Property (the "Survey").

4.4 Review of Diligence Materials. Seller shall, no later than five (5) Business Days after the Effective Date, provide Buyer (or make available for Buyer's inspection) copies of the following items that relate to the Property (to the extent the same are in Seller's possession or control): the Granite Lease; existing environmental assessment reports; surveys; utility bills for the most recent month and past six (6) months, if any; valuation notices and any other fees, dues, and taxes applicable to the Property for the past year; and copies of any pending or threatened Claims (as defined in Section 4.5(b)) relating to the Property, and any governmental notices regarding uncured violations of laws or regulations (collectively, the "Current Diligence Materials"). In the event that the sale of the Property fails to close for any reason, all Current Diligence Materials provided to Buyer by Seller shall be returned to Seller promptly upon request and the contents of all Current Diligence Materials shall thereafter be treated by Buyer as confidential information of Seller and shall not be disclosed to any third parties (except as may be required by law or upon court order) without the prior consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. Any Current Diligence Materials provided by Seller to Buyer under this Agreement are provided as an accommodation to Buyer, and Buyer acknowledges and agrees that Seller makes no representations or warranties whatsoever with regard to the contents, completeness or accuracy of any such Current Diligence Materials.

4.5 Physical Inspections; Entry on Property.

(a) Physical Inspections. Buyer and its agents, representatives, employees or subcontractors ("Buyer's Agents") will have the right, from time to time prior to the Closing, to enter upon the Property to examine the same and the condition thereof and to conduct such surveys and to make such engineering and other inspections, tests and studies as Buyer determines to be reasonably necessary, all at Buyer's sole cost and expense. As part of Buyer's physical inspection, Buyer may, in its discretion and its sole cost and expense, obtain a current ASTM Phase I environmental site assessment (the "Phase I") for the Property, performed by an environmental consultant (the "Environmental Consultant") acceptable to and for the benefit of and reliance on by Buyer. If the Phase I recommends that a Phase II environmental site assessment (the "Phase II") be prepared or Buyer determines that a Phase II is necessary and desirable, then Buyer may, in its discretion, elect to perform a Phase II by giving written notice to Seller. Seller shall have the right to be present at any or all inspections. Buyer shall promptly provide Seller copies of the Phase I and Phase II, and any other conclusions, assessments, or reviews provided to Buyer by the Environmental Consultant. Neither Buyer nor Buyer's Agents may contact any governmental official or representative regarding hazardous materials on or the environmental condition of the Property without Seller's prior written consent thereto, which consent shall not be unreasonably withheld, conditioned, or delayed. In addition, if Seller consents to any such governmental contacts, Seller shall be entitled to receive at least five (5) days prior written notice of the intended contact and to have a representative present when any Buyer's Agent has any such contact with any governmental official or representative.

(b) Entry on Property. Up to and through the Closing Date, if this Agreement has not been terminated, Buyer and Buyer's Agents will have the right (upon at least twenty-four (24) hours prior written notice to Seller) to enter the Property to conduct such surveys, inspections, investigations and/or studies with respect to the Property as permitted by Section 4.5(a) of this Agreement, at Buyer's sole cost and expense. Prior to and as a condition of any entry onto the Property by Buyer's Agents,

Buyer shall cause such agent to execute and deliver to Seller an unconditional release and indemnity agreement in the form attached hereto as Exhibit E. Buyer shall also indemnify, defend and hold Seller and the Property free and harmless from and against any and all debts, duties, obligations, liabilities, liens, suits, claims, demands, causes of actions, damages, losses, costs and expenses (including, without limitation, reasonable legal expenses and attorneys' fees with respect to the same or to enforce the foregoing) (collectively, "Claims") incurred by reason of or in connection with such entry or such surveys, inspections, investigations and/or studies, *provided*, however, that Buyer's indemnification obligation will not extend to any Claims or liabilities arising out of the discovery of any preexisting conditions of the Property or diminution of value to the Property attributable to any such discovery; and *further provided* that under no circumstances shall Seller be able to recover exemplary, punitive, indirect, consequential or special damages. Buyer agrees to repair any and all damages caused to the Property due to Buyer's or Buyer's Agents entry thereon and otherwise to restore the Property to the Property's original condition before such entry. The obligations of Buyer under this Section 4.5 will survive Closing or earlier termination of this Agreement.

(c) No Liens or Interference. Buyer shall not permit, and shall indemnify, defend and hold harmless Seller for, from and against any and all Claims incurred by reason of or in connection with, any construction, mechanics or materialmen's liens or any other liens that attach to the Property or any portion thereof by reason of the performance of any work or the purchase of any materials by Buyer or Buyer's Agents in connection with Buyer's inspection of the Property. The provisions of this Section will survive Closing or other termination of this Agreement.

4.6 Right to Terminate Before Expiration of Review Period. Notwithstanding anything contained within this Agreement to the contrary, Seller acknowledges and understands that Buyer may, prior to the expiration of the Review Period, notify Seller in writing that Buyer elects to terminate this Agreement as a result of any matter or no matter as determined by Buyer, in Buyer's sole discretion. Seller acknowledges that Buyer has the right to so terminate this Agreement, regardless of whether Seller would be willing or able to cure any such matter to which Buyer has objected. If Buyer elects, in its sole discretion, to proceed with this transaction, Buyer shall send a written approval notice to Seller and Escrow Agent on or before expiration of the Review Period ("Approval Notice"). If Buyer fails to send an Approval Notice to Seller and Escrow Agent by the expiration of the Review Period, Buyer will be deemed to have elected to terminate this Agreement. Buyer may also terminate this Agreement by sending written notice of termination to Seller on or before expiration of the Review Period. If this Agreement is terminated as provided in this Section 4.6, the Earnest Money will be refunded to Buyer, and the Parties will have no further rights or obligations to each other, except for those rights and obligations that expressly survive the termination of this Agreement. After the Approval Notice is sent by Buyer or upon expiration of the Review Period, the Earnest Money will be nonrefundable to Buyer, except as otherwise expressly provided in this Agreement.

4.7 Short Plat. Prior to the Effective Date, Seller has caused its engineer to prepare that certain Preliminary Short Plat Airport Parcel #9 (the "Preliminary Short Plat"), which Preliminary Short Plat outlines the proposed boundaries for the Real Property and has been approved by Buyer. Following the Effective Date, Seller shall, at its sole cost and expense, take all actions reasonably necessary to cause the Preliminary Short Plat to be (i) approved by all applicable City and County Governmental Authorities (once approved, the "Final Short Plat"), and (ii) recorded in the official records of Spokane County, in each instance with no Unanticipated Approval Conditions other than those approved by Buyer in writing (the "Subdivision Contingency"). Buyer shall reasonably cooperate (at no cost to Buyer) with Seller

and take all actions reasonably necessary to assist Seller in Seller's efforts to satisfy the Subdivision Contingency, including, without limitation, executing such applications and any other documents necessary or convenient with respect to obtaining a Final Short Plat. Seller shall promptly provide to Buyer a copy of all written communications with any Governmental Authority concerning the pursuit of the Final Short Plat, and shall afford Buyer the opportunity to participate in any and all telephonic and in-person meetings and hearings relating thereto, if permissible and reasonably practical. If, as a condition to its approval of the Preliminary Short Plat, any Governmental Authority requires any material modifications to the metes and bounds of the Real Property from those shown within the Preliminary Short Plat or otherwise requires the Real Property to be subject to any material covenants, conditions, restrictions, exactions, off-site improvement obligations, fees in lieu, or impact fees that are not contemplated in the Preliminary Short Plat or this Agreement (each, an "Unanticipated Approval Condition"), Seller shall promptly notify Buyer and afford Buyer the opportunity to discuss the same with Seller and such Governmental Authority. If either Party, after discussing an Unanticipated Approval Condition with the other Party and such Governmental Authority, determines, in its reasonable discretion, that (y) the applicable Governmental Authority is unwilling to approve the Preliminary Short Plat without the Unanticipated Approval Condition and (z) such Unanticipated Approval Condition will have a material and adverse impact on Buyer's contemplated project (on the one hand), or the remainder of the Seller Property and its plans to develop or retain the same, either Party may terminate this Agreement by delivering written notice to the other Party and Escrow Agent, in which event Escrow Agent shall promptly disburse the Earnest Money to Buyer and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

At Closing, Buyer must purchase the Property, in accordance with all the terms and conditions of this Agreement, including, without limitation, the Purchase Price set forth in Section 3 hereof.

4.8 Roadway Contingency. If, as a condition to Buyer's contemplated project and future development of the Real Property, any Governmental Authority requires the construction, development, and installation of 21st Avenue improvements over and through the Real Property in order to promote congestion relief for U.S. Highway 2, including vehicular, pedestrian and nonmotorized access for the communities of Airway Heights and City of Spokane, the scope and magnitude of which ultimately causes Buyer's contemplated project to no longer be economically feasible (hereinafter, "Roadway Contingency"), Buyer may, in Buyer's sole and absolute discretion, terminate this Agreement by delivering written notice to Seller and Escrow Agent, in which case Escrow Agent shall immediately disburse the Earnest Money to Buyer, and in such event, neither Party shall have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement. If Buyer elects not to terminate this Agreement in accordance with this Section or affirmatively waives the Roadway Contingency prior to the Closing, the transactions contemplated by this Agreement will close in accordance with the terms contained herein.

5. Conditions Precedent.

5.1 Buyer's Conditions Precedent. Buyer's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

- (a) All of the documents required to be delivered by Seller to Buyer at Closing pursuant to the terms and conditions hereof shall have been delivered;

(b) Each of the representations of Seller set forth in Section 7 shall be true in all material respects as of the Closing Date;

(c) Title Company is irrevocably committed to issue, upon the condition of the payment of the applicable premium, the Title Policy, subject only to the Permitted Exceptions applicable to the Real Property;

(d) The Subdivision Contingency shall have been satisfied in accordance with Section 4.7;

(e) The Roadway Contingency shall have been satisfied in accordance with Section 4.8; and

(f) Seller shall have satisfied the Approval Condition (as defined below) and delivered written confirmation thereof to Buyer.

If any of the foregoing conditions are not satisfied (or waived in writing by Buyer) on or before the Closing, then Buyer shall have the right to terminate this Agreement by delivering written notice to Seller and, in the event of such termination, all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease and the Earnest Money shall be promptly refunded to Buyer; *provided however*, that if any of the foregoing conditions are not satisfied (or waived in writing by Buyer) on or before the Closing due to any default by Seller hereunder, then Buyer, in its discretion, and by delivering written notice to Seller, may elect to pursue any of the remedies available to Buyer pursuant to Section 13. In the event Buyer elects to terminate this Agreement pursuant to Section 13, all obligations of Seller and Buyer under this Agreement (other than those that expressly survive the termination of this Agreement and the rights and remedies arising out of any breach of such surviving obligations) shall cease.

5.2 Seller's Conditions Precedent. Seller's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

(a) All of the documents and funds required to be delivered by Buyer to Seller at Closing pursuant to the terms and conditions hereof shall have been delivered;

(b) Each of the representations of Buyer set forth in Section 8 shall be true in all material respects as of the Closing Date;

(c) The Subdivision Contingency shall have been satisfied in accordance with Section 4.7;

(d) Seller's receipt of written approval of the transaction contemplated by this Agreement from the board of directors of Seller's Airport Board, the City of Spokane, and County of Spokane, acting through the City Council of Spokane, and the Spokane County Board of Commissioners, respectively; and

If any of the conditions delineated in Sections 5.2(a), 5.2(b) or 5.2(c) are not satisfied (or waived in writing by Seller) on or before the Closing, then Seller shall have the right to terminate this Agreement by delivering written notice to Buyer and, in the event of such termination, all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease and the Earnest Money shall be promptly disbursed

to Seller as liquidated damages. Seller shall use commercially reasonable efforts to cause the condition set forth in Section 5.2(d) (the "Approval Condition") to be satisfied (which Seller affirmatively cannot waive whether orally or in writing) on or before Closing.

6. Closing.

6.1 Closing Date. The closing ("Closing") of the purchase and sale transaction contemplated in this Agreement will occur ("Closing Date") on the earlier of (i) sixty (60) days following the expiration of the Review Period, or (ii) provided that the Approval Condition has been satisfied, and the satisfaction or waiver of all contingencies under this Agreement, on such earlier date as mutually agreed to by the Parties. Notwithstanding anything herein to the contrary, if Closing has not occurred not later than sixty (60) days following expiration of the Review Period due to the failure of the Approval Condition, *provided, however*, that Seller's failure to satisfy the Approval Condition shall not be considered a Seller Default, then either Party may, in its sole discretion and at any time thereafter, elect to terminate this Agreement by delivering written notice to the other Party and, in the event of such termination (a) all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease, and (b) the Earnest Money shall be promptly refunded to Buyer.

6.2 Location. Closing will occur at the offices of the Escrow Agent, or at such other place as may be agreed to by the Parties in writing.

6.3 Closing Costs and Prorations.

(a) Closing Fees. At Closing, Buyer and Seller will each pay one-half (1/2) of any escrow fees and closing fees. Seller shall be solely responsible for any state or local transfer taxes, real estate excise tax or any similar taxes or fees attributable to the sale transaction contemplated in this Agreement, if applicable to Seller. Seller shall be solely responsible for all recording fees associated with recording the Avigation Easement. Buyer shall be responsible for all recording fees associated with recording the Deed. Any other fees and costs will be paid by, or shared by, Buyer and Seller in accordance with local custom in Spokane County, Washington.

(b) Title Policy; Survey. Seller shall pay the equivalent premium of an ALTA standard owner's title policy for the Property, and Buyer shall pay the additional premium necessary for any ALTA extended or other policy Buyer elects to acquire (the "Title Policy"). Buyer shall also pay premium of any and all endorsements to the Title Policy unless provided by Seller to remove a Disapproved Matter, in which case, Seller shall be responsible for the cost of such endorsements. The cost of any Survey of the Real Property obtained by Buyer will be borne by Buyer.

(c) Taxes and Fees. Real estate taxes for the year of Closing shall be the sole responsibility of Buyer. Buyer acknowledges that Seller does not pay real estate taxes and, as such, Buyer is free to seek a refund for that portion of time in which real estate taxes may have otherwise been required to be paid in order to close the transaction contemplated by this Agreement. Annual municipal or special district assessments (on the basis of the actual fiscal tax years for which such taxes are assessed), lienable water and sewer rentals, license, or permit and inspection fees, if any, will be apportioned as of the Closing Date between Buyer and Seller. If, on the day prior to the Closing Date, real estate taxes have been imposed upon the Real Property for the real estate tax year in which Closing occurs such taxes shall be paid by Buyer at the time of Closing.

(d) Utility Readings; Rent. Seller shall use commercially reasonable efforts to obtain readings of the utility meters on the Property (if any) to a date no sooner than two (2) Business Days prior to the Closing Date. At or prior to Closing, Seller shall pay all charges based upon such meter readings. However, if after reasonable efforts Seller is unable to obtain readings of any meters prior to Closing, Closing will be completed without such readings and upon the obtaining of such readings after Closing, Seller shall promptly pay the pre-Closing charges as reasonably determined by Seller and Buyer based upon post-Closing readings. Rent under the Granite Lease will be apportioned as of the Closing.

(e) Attorney Fees. Each Party shall pay its own attorney fees incurred with respect to this transaction.

(f) Preliminary Closing Statement. Seller and Buyer shall cooperate with Escrow Agent to prepare a preliminary closing statement (the "Closing Statement") on the basis of the real estate taxes and other sources of income and expenses for the Property on or prior to the Closing Date. All apportionments and prorations provided for in this Section 6.3 to be made as of the Closing Date will be made, on a per diem basis, as of 11:59 p.m. on the day prior to the Closing Date, such that Buyer will be deemed the owner of the Property as of the Closing Date. The preliminary Closing Statement and the apportionments and/or prorations reflected therein will be based upon actual figures to the extent available. If any of the apportionments and/or prorations cannot be calculated accurately based on actual figures on the Closing Date, then they will be calculated based on Seller's and Buyer's good faith estimates thereof, subject to reconciliation as provided in the following Section 6.3(g).

(g) Post-Closing Reconciliation. If there is an error on the preliminary Closing Statement or, if after the actual figures are available as to any items that were estimated on the preliminary Closing Statement, it is determined that any actual proration or apportionment varies from the amount thereof reflected on the preliminary Closing Statement, the proration or apportionment will be adjusted based on the actual figures as soon as feasible, but not later than sixty (60) days after the Closing Date. Either Party owing the other Party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other Party.

(h) Other Costs and Survival. All other costs not addressed within this Section 6.3 will be paid in accordance with the custom followed in Spokane County, Washington. The provisions of this Section 6.3 will survive Closing for a period of six (6) months.

6.4 Deliveries at Closing.

(a) Deliveries by Seller. At Closing, Seller shall execute and deliver (or cause to be executed and delivered) all documents and take all other actions reasonably necessary to effect the Closing, including, without limitation:

(1) A duly executed and acknowledged bargain and sale deed (the "Deed"), in the form attached to this Agreement as Exhibit B.

(2) A counterpart original duly executed and completed real estate excise tax affidavit ("REETA").

(3) A non-foreign affidavit for purposes of compliance with Section 1445(b)(2) of the Internal Revenue Code of 1986 (and the regulations adopted thereunder), as amended (the “Code”).

(4) Copies of all current property tax bills and tax notices pertaining to the Real Property, if any.

(5) A counterpart of an Assignment and Assumption Agreement in the form attached hereto as Exhibit F (the “Granite Assignment”)

(6) Such documentation as Escrow Agent may reasonably require, or may otherwise be required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(b) Deliveries by Buyer. On the Closing Date, Buyer shall execute and deliver all documents, or cause to be executed and delivered all documents, and take such other action that may be reasonably necessary to effect and complete the Closing, including, without limitation:

(1) The amounts required under Section 3 and Section 6.3 in Current Funds.

(2) A duly executed and completed REETA.

(3) An original duly executed and acknowledged avigation easement (“Avigation Easement”) encumbering the Real Property, in the form attached to this Agreement as Exhibit C, but only if the Title Report Buyer obtains with respect to the Real Property does not disclose the existence of a satisfactory avigation easement, as determined by Seller in its sole and absolute discretion.

(4) A counterpart of the Granite Assignment.

(5) Such documentation as Escrow Agent may reasonably require, or may otherwise be required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(c) Actions of Escrow Agent. When Buyer and Seller have delivered the items described above, the Escrow Agent shall:

(1) Prepare the Closing Statement and obtain signed copies from Seller and Buyer.

(2) Record the Deed and the Avigation Easement (if applicable), in that order.

(3) Deliver the balance of the Purchase Price in Current Funds to Seller, net of Seller’s costs, fees, and prorations.

(4) Issue and deliver the Title Policy to Buyer.

(5) Deliver the above referenced documents to the applicable Party.

7. Representations and Warranties of Seller. Seller makes the representations and warranties set forth in this Section 7. Buyer expressly understands and agrees that the phrase “to Seller’s knowledge” as used in this Section 7 means the actual present knowledge of Lawrence J. Krauter, acting solely in his capacity as the Chief Executive Officer of Seller, and shall not be construed to refer to the knowledge of any other partner, officer, director, agent, employee or representative of Seller, or any affiliate or parent of Seller. Such individual shall not have any personal liability or liability whatsoever with respect to any matters set forth in this Agreement or any of Seller’s representations and/or warranties herein being or becoming untrue, inaccurate or incomplete. Each representation and warranty: (i) is true in all material respects as of the Effective Date; (ii) will be true in all material respects on the Closing Date; and (iii) will survive Closing for a period of one (1) year.

7.1 Authority/Binding Agreement. This Agreement and all exhibits and documents to be delivered by Seller pursuant to this Agreement have been duly executed and delivered by Seller and constitute the valid and binding obligations of Seller. Subject to obtaining the approvals described in Section 5.2(d), Seller has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Seller is requisite to the valid and binding execution, delivery and performance of this Agreement. The execution, delivery, and performance of this Agreement will not conflict with or constitute a breach or default under (i) the organizational documents of Seller; (ii) any material instrument, contract, or other agreement to which Seller is a party which affects the Property; or (iii) any statute or any regulation, order, judgment, or decree of any court or Governmental Authority.

7.2 Condemnation. Seller has not received from any Governmental Authority having the power of eminent domain any written notice of any condemnation of the Property or any part thereof.

7.3 Pending Litigation. Seller has received no written notice of any pending litigation initiated against Seller or the Property which would materially affect the Property after Closing.

7.4 Governmental Compliance. Seller has not received from any Governmental Authority written notice of any material violation of any building, fire or health code or any other statute applicable to the Property which will not be cured prior to Closing.

7.5 Non-Foreign Person. Seller is not a “foreign person” as defined in § 1445 of the Code and any related regulations.

7.6 Environmental Matters. To Seller’s knowledge, and except as may otherwise be disclosed in the Current Diligence Materials: (a) the Property is free from Hazardous Substances; (b) the soil, surface water and ground water of, under, on or around the Property are free from Hazardous Substances; (c) the Property has never been used for or in connection with the manufacture, refinement, treatment, storage, generation, transport or hauling of any Hazardous Substances, nor has the Property been used for or in connection with the disposal of any Hazardous Substances; and (d) the Property is now and during Seller’s ownership, has been in compliance with all Environmental Laws. As used in this Agreement, the term “Hazardous Substance” means any material, waste, substance, pollutant, or contaminant which may or could pose a risk of injury or threat to health or the environment, including, without limitation: (i) those substances included within the definitions of “hazardous substance”, “hazardous waste”, “hazardous material”, “toxic substance”, “solid waste”, or “pollutant or contaminant” in or otherwise regulated by, any Environmental Law; (ii) those substances listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 17.101, including

appendices and amendments thereto), or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) such other substances, materials, or wastes which are or become regulated or classified as hazardous or toxic under any Environmental Law; and (iv) any material, waste, or substance which is (A) petroleum or refined petroleum products; (B) radon; (C) polychlorinated biphenyls; (D) flammable explosives; or (E) radioactive materials. As used in this Agreement, the term "Environmental Law" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. § 2601, *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. § 1101, *et seq.*; the Clean Air Act, 41 U.S.C. § 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, *et seq.*; The Safe Drinking Water Act, 41 U.S.C. § 300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. § 3251, *et seq.*; and any other federal, state or local law, statute, ordinance, or regulation now in effect or hereinafter enacted which pertains to health, industrial hygiene, or the regulation or protection of the environment, including without limitation, ambient air, soil, groundwater, surface water, or land use.

8. Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the representations and warranties set forth in this Section 8. Each representation and warranty: (i) is true in all respects as of the Effective Date; (ii) will be true in all respects on the Closing Date; and (iii) will survive Closing for a period of one (1) year.

8.1 Power and Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transaction contemplated in this Agreement, including, but not limited to, executing and delivering (or causing the execution and delivery of) the Buyer's deliverables as provided in Section 6.4(b) of this Agreement. Buyer's execution, delivery and performance of this Agreement have been duly authorized.

8.2 Bankruptcy or Insolvency. There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy pending against or contemplated by Buyer, and no such actions have been threatened.

8.3 Anti-Terrorism. All funds to be used by Buyer as payment of the Purchase Price at Closing are from sources operating under, and in compliance with, all federal, state and local statutes and regulations and are free of all liens and claims of lien. Neither Buyer, nor any of its directors, members, managers or other owners is a "Prohibited Person" or "Specifically Designated National and Blocked Person" under Anti-Terrorism Laws. As used in this Agreement, the term "Anti-Terrorism Laws" means any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates, orders and ordinances of any Governmental Authority relating to terrorism or money laundering including, without limiting the generality of the foregoing, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Pub. L. No. 107-56); the Trading with the Enemy Act (50 U.S.C.A. App. 1 *et seq.*); the International Emergency Economic Powers Act (50 U.S.C.A. § 1701-06); Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism") and the United States Treasury Department's Office of Foreign Assets Control list of "Specifically Designated National and Blocked Persons" (as published from time to time in various mediums).

9. "AS IS" Sale: Release & Waiver.

9.1 "AS IS" Purchase.

(A) SUBJECT TO SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 7, AND ACKNOWLEDGING THE PRIOR USE OF THE PROPERTY AND BUYER'S OPPORTUNITY TO INSPECT THE PROPERTY, BUYER AGREES TO PURCHASE THE PROPERTY "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON. ANY WRITTEN OR ORAL INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS CONCERNING THE PROPERTY ("DISCLOSURES") PROVIDED OR MADE AVAILABLE TO BUYER, ITS AGENTS OR CONSTITUENTS BY SELLER, SELLER'S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, SHALL NOT BE REPRESENTATIONS OR WARRANTIES, UNLESS SPECIFICALLY SET FORTH IN SECTION 7 OF THIS AGREEMENT. IN PURCHASING THE PROPERTY OR TAKING OTHER ACTION HEREUNDER, BUYER HAS NOT AND SHALL NOT RELY ON ANY SUCH DISCLOSURES, BUT RATHER, BUYER SHALL RELY ONLY ON BUYER'S OWN INSPECTION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS IS".

(B) BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 OF THIS AGREEMENT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY INCLUDING, WITHOUT LIMITATION, (A) THE NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY, (B) THE WATER, SOIL AND GEOLOGY OF THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION THEREOVER, (E) THE FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, (F) THE MARKETABILITY OF THE PROPERTY OR THE ABILITY TO LEASE OR SELL THE PROPERTY, (G) THE STATUS OR CONDITION OF ENTITLEMENTS PERTAINING TO THE PROPERTY, (H) DEFICIENCY OF ANY DRAINAGE ON THE REAL PROPERTY, (I) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE, AND (J) ANY MATTER REGARDING TERMITES OR WASTES, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., OR ANY HAZARDOUS SUBSTANCES, AS HEREINABOVE DEFINED. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER, UNLESS OTHERWISE REQUIRED BY LAW, IS UNDER NO DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURES REGARDING ANY MATTER WHICH MAY BE KNOWN TO SELLER.

Seller's Initials: LJK

Buyer's Initials: TT

9.2 Release. Subject to the covenants, representations and warranties of Seller contained in this Agreement, effective as of Closing, Buyer on behalf of itself and its shareholders, members, investors or partners of each of them and any permitted assignees of Buyer hereunder and its successors and assigns (collectively, the "Buyer Affiliated Parties") waives its right to recover from, and forever releases and discharges, Seller and its affiliates, property manager, partners, trustees, beneficiaries, owners, members, managers, officers, employees and agents and representatives, and its respective heirs, successors, personal representatives and assigns from any and all Claims, whether direct or indirect, known or unknown, suspected or unsuspected, foreseen or unforeseen, that may arise on account of or in any way be connected with: (i) the physical condition of the Property, including, without limitation, all seismic elements; the condition, valuation, or utility of the Property; title and survey matters with respect to the Property; and the environmental condition of the Property and the presence of any Hazardous Substance on, under or about the Property; and (ii) any law or regulation applicable to the Property, including, without limitation, any Environmental Laws and any other federal, state or local law.

In this connection and to the extent permitted by law, Buyer hereby agrees, realizes and acknowledges that factual matters now unknown to Buyer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees that it waives (and by Closing this transaction will be deemed to have waived) any and all objections and complaints concerning the physical characteristics and any existing conditions of the Property, and that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit Seller from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. The releases set forth in this Section shall become effective upon the Closing. Buyer further hereby assumes the risk of changes in applicable laws, including any relevant Environmental Laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Substances or other contaminants, may not have been revealed by its investigation.

9.3 Waiver of Right to Receive Seller Disclosure Statement and Waiver of Right to Rescind. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, WITH RESPECT TO THE REAL PROPERTY, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL". Buyer is hereby provided with the "Environmental" section of the Seller Disclosure Statement attached hereto as Exhibit D. Buyer further agrees that any information discovered by Buyer concerning the Real Property prior to Closing shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership of real estate similar to the Real Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary, and will acquire the Real Property solely on the basis of and in reliance upon such examinations and not on any information provided in any Seller Disclosure Statement or

otherwise provided or to be provided by Seller (other than as expressly provided in this Agreement or in the Deed). BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE REVIEW PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

10. Covenants.

10.1 Covenants of Seller.

(a) Normal Operations. Until the Closing Date, Seller shall (i) continue to operate the Property in substantially the same manner as in the past and will perform all necessary maintenance to the Property as its ordinary course of business dictates; and (ii) not modify or alter the Property without the prior written consent of Buyer. From and after the Effective Date, Seller shall not enter into any contracts or commitments relating to the Property without the prior written consent of Buyer (in Buyer's reasonable discretion) if any such contracts or commitments would extend beyond the Closing Date. From and after the Effective Date, Seller shall not encumber the Property with any liens, encumbrances or other instruments creating a cloud on title or securing a monetary obligation with the Property.

(b) Insurance. Until the Closing Date, Seller shall maintain substantially the same liability, casualty, and all other insurance on the Property as is in effect as of the Effective Date.

10.2 Post-Closing Construction Covenant of Buyer. As of the Effective Date, Seller has obtained and is in receipt of a "release" (as that term is defined in Chapter 22 of the Federal Aviation Administration ("FAA") Airport Compliance Manual) or similar authorization for disposal of the Real Property by Seller from the FAA that formally authorizes the release and removal of the Real Property as airport dedicated real property (the "FAA Release"). Buyer acknowledges and agrees that as a condition subsequent to Seller's procurement of the FAA Release, Buyer must adhere to the requirements of 14 CFR Part 77, submitting FAA Form 7460-1 and receiving FAA's positive determination, prior to constructing any facility or feature on the Property.

11. Condemnation. Risk of loss resulting from any condemnation or eminent domain proceeding that is commenced or has been threatened before the Closing, and risk of loss to the Property due to fire, flood, or any other cause before Closing, will remain with Seller. If before Closing the Property (or any portion thereof) is subjected to a threat of condemnation or becomes the subject of any proceedings, judicial, administrative, or otherwise, with respect to the taking by eminent domain or condemnation, then Seller shall promptly provide written notice thereof to Buyer and Buyer may terminate this Agreement by written notice to Seller sent within fifteen (15) days after Seller informs Buyer in writing that the Property has been taken, in which event the Earnest Money will be returned to Buyer, and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement. If the Closing Date is within the fifteen (15) day period, then Closing will be extended to the next Business Day following the end of the fifteen (15) day

period. If no such election is made by Buyer, (i) this Agreement will remain in full force and effect, (ii) the purchase of the Property, less any interest taken by eminent domain, will be effected with no further adjustment, and (iii) upon Closing, Seller shall assign to Buyer all of the right, title, and interest of Seller in and to any awards that have been or may thereafter be made for such taking.

12. Default by Buyer; Liquidated Damages. BUYER WILL BE IN DEFAULT UNDER THIS AGREEMENT IF (I) ANY OF BUYER'S REPRESENTATIONS OR WARRANTIES ARE FALSE, (II) BUYER FAILS TO PERFORM ALL OF ITS OBLIGATIONS UNDER SECTION 6.4(b) ON OR BEFORE THE CLOSING DATE, OR (III) BUYER FAILS TO PERFORM ANY OF ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT WITHIN THREE (3) BUSINESS DAYS AFTER RECEIPT OF WRITTEN NOTICE FROM SELLER OF SUCH FAILURE. IN THE EVENT OF ANY DEFAULT BY BUYER UNDER THIS AGREEMENT, SELLER WILL BE RELIEVED OF ANY OBLIGATION TO SELL THE PROPERTY TO BUYER, SELLER WILL NOT HAVE ANY RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT, AND, AS SELLER'S SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY FOR SUCH DEFAULT, THE EARNEST MONEY WILL BE RELEASED TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT SELLER MIGHT SUFFER IN THE EVENT OF BUYER'S DEFAULT HEREUNDER. BUYER AND SELLER AGREE THAT THE AMOUNT OF LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION IS A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES. THE FOREGOING PROVISION SHALL IN NO WAY LIMIT OR IMPAIR SELLER'S RIGHT OR ABILITY TO RECOVER FROM BUYER ATTORNEY'S FEES TO WHICH SELLER MAY OTHERWISE BE ENTITLED UNDER THIS AGREEMENT OR ANY SUMS WHICH MAY BECOME DUE TO SELLER BASED UPON ANY INDEMNITY PROVIDED BY SELLER PURSUANT TO THE TERMS OF THIS AGREEMENT.

Seller's Initials: LJK

Buyer's Initials: TT

13. Default by Seller; Remedies. Seller will be in default under this Agreement if (i) Seller fails to perform all of its obligations under Section 6.4(a) on or before the Closing Date, or (ii) Seller fails to perform any of its obligations under this Agreement within three (3) Business Days after Buyer provides Seller with notice of such failure (a "Seller Default"). Upon a Seller Default, Buyer may, as its sole and exclusive remedy for such Seller Default, either: (y) terminate this Agreement in its entirety by delivery of notice of termination to Seller, whereupon the Earnest Money shall be immediately returned to Buyer or (z) continue this Agreement pending Buyer's action for specific performance hereunder provided appropriate proceedings are commenced by Buyer within forty-five (45) days following Seller's Default and thereafter prosecuted with diligence. Buyer agrees that under no circumstances shall Buyer file a *lis pendens* action against the Property unless Buyer is seeking option (z) above.

Anything in this Agreement to the contrary notwithstanding, with respect to all matters affecting title to the Real Property, Buyer acknowledges and agrees that it is relying upon the Title Policy. If Buyer has a claim under the Title Policy and the subject matter of that claim also constitutes a breach of any warranty made by Seller in this Agreement or the Deed, Buyer agrees that it will look first to its Title Policy for recovery on such claim, and Buyer shall not assert any claim against Seller for a breach of a representation, warranty or covenant with respect to such claim unless and until Buyer has pursued its remedies against the Title Company to a final judgment and has not been made whole. The time period for bringing a claim against Seller for a breach of a representation or warranty relating to title to the Real Property will be tolled during the pendency of any action by Buyer against Title Company.

14. Brokerage. Seller and Buyer have not engaged a broker in connection with this Agreement. Seller and Buyer hereby agree to indemnify, defend and hold each other harmless from and against any and all Claims arising out of any claim for commissions, fees, or other similar compensation or charges relating to the transaction contemplated in this Agreement, or the consummation thereof, which may be made by any third party as the result of the acts of Seller or Buyer or their respective representatives. The obligations of the Parties under this Section 14 will survive Closing.

15. Miscellaneous.

15.1 Attorneys' Fees. Should any Party hereto bring any action against any other Party related in any way to this Agreement, the substantially prevailing party shall be awarded its or their reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, or advice in connection with such action.

15.2 Escrow Agent. The Escrow Agent hereby accepts its designation as the Escrow Agent under this Agreement and agrees to hold and disburse the Earnest Money as provided in this Agreement. The provisions of this Agreement will constitute joint instructions to the Escrow Agent to consummate the purchase in accordance with the terms and provisions of this Agreement; *provided, however*, that the Parties shall execute such additional escrow instructions, not inconsistent with the provisions of this Agreement, as may be deemed reasonably necessary to carry out the intentions of the Parties as expressed in this Agreement. The provisions of this Section 15.2 will survive the Closing or termination of this Agreement.

15.3 Notices. All notices required or permitted under this Agreement must be in writing and will be deemed to have been properly given (i) upon delivery, if delivered in person, (ii) upon delivery, if sent by electronic mail, provided that such notice is also promptly thereafter delivered in accordance with another permissible method of delivery, (iii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iv) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Seller:

Spokane International Airport
c/o Airport Board
Attn: Lawrence J. Krauter
9000 West Airport Drive, Suite 204
Spokane, WA 99224
Email: lkrauter@spokaneairports.net

with a copy to: Lukins & Annis, P.S.
717 W. Sprague, Suite 1600
Spokane, WA 99201
Attn: Tyler J. Black, Esq.
Email: tblack@lukins.com

If to Buyer: West Plains Development, L.L.C.
Attn: Thomas B. Tilford
5308 S. Saint Andrews Lane
Spokane, WA 99223
Email: ttilford@gmail.com

with a copy to: Lukins & Annis, P.S.
717 W. Sprague, Suite 1600
Spokane, WA 99201
Attn: Tyler J. Black, Esq.
Email: tblack@lukins.com

If to Escrow Agent: Spokane County Title
1010 N. Normandie, Suite 100
Spokane, WA 99201
Attn: Keith Newell
Email: keith@spokanetitle.com

15.4 Survival. Unless expressly provided otherwise in this Agreement, the representations and warranties of Seller contained in this Agreement will survive Closing for a period of one (1) year (the "Survival Period"). Seller shall not be liable to Buyer by reason of a breach of any of Seller's representations or warranties unless the Buyer notifies the Seller of such breach (the "Warranty Notice") prior to the expiration of the Survival Period, and gives the Seller an opportunity to cure any such breach within a reasonable period of time after delivery of the Warranty Notice. Any proceeding with respect to Seller's alleged breach of any representation or warranty must be commenced within the Survival Period, and if not commenced within such time period, Buyer will be deemed to have waived its Claims for such breach or default. Seller's aggregate liability to Buyer by reason of a breach of one or more of Seller's representations or warranties shall not exceed One Hundred Twenty Five Thousand Dollars (\$125,000). Seller's liability will be limited to actual damages and will not include consequential, special, punitive or incidental damages.

15.5 Governing Law/Venue. The laws of the State of Washington govern the enforcement, and interpretation of this Agreement. The venue for any action related to this Agreement will be in Spokane County, Washington.

15.6 Integration; Modification; Waiver. This Agreement, the recitals to this Agreement, exhibits, and closing documents pursuant to this Agreement are hereby incorporated into this Agreement and, together with the Agreement, constitute the complete and final expression of the agreement of the Parties relating to the Property. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the Party against whom enforcement of the modification or waiver is sought.

15.7 Counterpart Execution. This Agreement may be executed in several counterparts and transmitted via facsimile or other electronic transmission, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

15.8 Headings; Construction. The headings used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be construed to include any other gender, and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder," and other similar compounds of the word "here" when used in this Agreement refer to the entire Agreement and not to any particular provision or section. The terms "includes," "including," or "include" as used herein shall be interpreted as being non-exclusive and shall be read to mean, respectively, "includes without limitation," "including, without limitation" and "include without limitation."

15.9 Deadlines and Dates. Any deadline, unless otherwise set forth in this Agreement, will expire at 5:00 p.m., Pacific Time. Should any deadline or date in this Agreement fall on a day other than a Business Day, such deadline or date will be extended until 5:00 p.m., Pacific Time, on the next Business Day.

15.10 Severability. If for any reason any provision of this Agreement is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision will then be enforceable and enforced.

15.11 Time of the Essence. Time is of the essence of this Agreement and of the obligations of the Parties to purchase and sell the Property, it being acknowledged and agreed by and between the Parties that any delay in effecting the Closing pursuant to this Agreement may result in loss or damage to the Party in full compliance with its obligations hereunder.

15.12 Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, is held invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision will not be affected thereby.

15.13 Binding Effect. This Agreement is binding upon and inures to the benefit of Seller and Buyer, and their respective successors and permitted assigns.

15.14 Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated in this Agreement.

15.15 Assignment. Buyer shall not assign this Agreement without Seller's prior written consent, which consent may be withheld in Seller's sole and absolute discretion; *provided, however,* that Buyer shall have the right to assign its rights under this Agreement without first obtaining Seller's consent if such assignment is to a special purpose entity in which Buyer or its principals hold an ownership interest or control. No such assignment shall release Buyer from any of its obligations under this Agreement. Any assignment made in violation of this Section shall be void.

15.16 Other Parties. The relationship of the Parties hereto is solely that of Seller and Buyer with respect to the Property and no joint venture or other partnership exists between the Parties hereto. Neither Party has any fiduciary relationship hereunder to the other. The provisions of this Agreement are not intended to benefit any third parties.

15.17 1031 Exchange. Buyer may purchase the Property and Seller may sell the Property by completing one or more Code §1031 tax-deferred exchange(s). Each Party agrees to cooperate with the other in effecting such an exchange; *provided, however*, the cooperating Party will not incur any additional liability or financial obligations as a consequence of any such exchange.

15.18 Sole Discretion. If a Party is given the right to exercise its sole or absolute discretion, neither the other Party nor any third party (including, without limitation, an arbitrator) will have the right to challenge said exercise, whether reasonable or unreasonable, on any grounds whatsoever.

15.19 Confidentiality. Seller and Buyer agree that there will be no press or other publicity release or communication to any third party concerning the transaction contemplated in this Agreement without the prior written consent of the other. Notwithstanding the foregoing, prior to Closing, either Party shall have the right to disclose information with respect to the Property to its officers, directors, members, partners, employees, attorneys, accountants, environmental auditors, engineers, current and potential lenders, investors, insurers and permitted assignees under this Agreement and other consultants to the extent necessary to evaluate the transactions contemplated hereby and the Property provided that all such persons are told that such information is confidential and agree to keep such information confidential. If Buyer acquires the Property from Seller, either Party may disclose any information concerning the Property or the transactions contemplated hereby that the disclosing Party wishes to disclose; provided that any press release or other public disclosure by either Party regarding this Agreement or the transactions contemplated herein, and the wording of same, must be approved by the non-disclosing Party. The provisions of this Section shall survive the Closing or any termination of this Agreement.

15.20 Disclaimer—Preparation of Agreement. This Agreement has been negotiated by the Parties. Buyer and Seller agree that no presumption will apply in favor or against any Party in respect of the interpretation or enforcement of this Agreement. Each Party is advised to have this Agreement reviewed by independent legal and tax counsel prior to its execution. By executing this Agreement, each such Party represents: (i) that it has read and understands this Agreement, (ii) that it has had the opportunity to obtain independent legal and tax advice regarding this Agreement and (iii) that it has obtained such independent advice or has freely elected not to do so.

[signatures to appear on the following page]

IN WITNESS WHEREOF, the Parties have executed and delivered the foregoing Agreement as of the Effective Date.

SELLER:

SPOKANE AIRPORT BOARD,
a joint operation of the City of Spokane and County
of Spokane, Washington

By: 
Name: Lawrence J. Krauter

Its: Chief Executive Officer

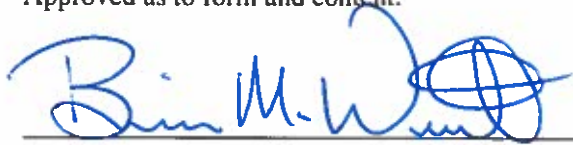
BUYER:

WEST PLAINS DEVELOPMENT, L.L.C.,
a Washington limited liability company

By: 
Name: Thomas B. Tilford

Its: Business Manager

Approved as to form and content:



Brian Werst, General Counsel

This Real Property Purchase and Sale Agreement and Escrow Instructions, together with the Earnest Money, is hereby acknowledged and accepted and the escrow is opened as of the ____ day of May, 2021. The Escrow Agent hereby agrees to act as “the person responsible for closing” the purchase and sale transaction contemplated in this Agreement within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

SPOKANE COUNTY TITLE

By: _____
Name: _____
Title: _____

EXHIBIT A-1

LEGAL DESCRIPTION OF SELLER PROPERTY

LEGAL DESCRIPTION FOR PARCEL 25295.9050

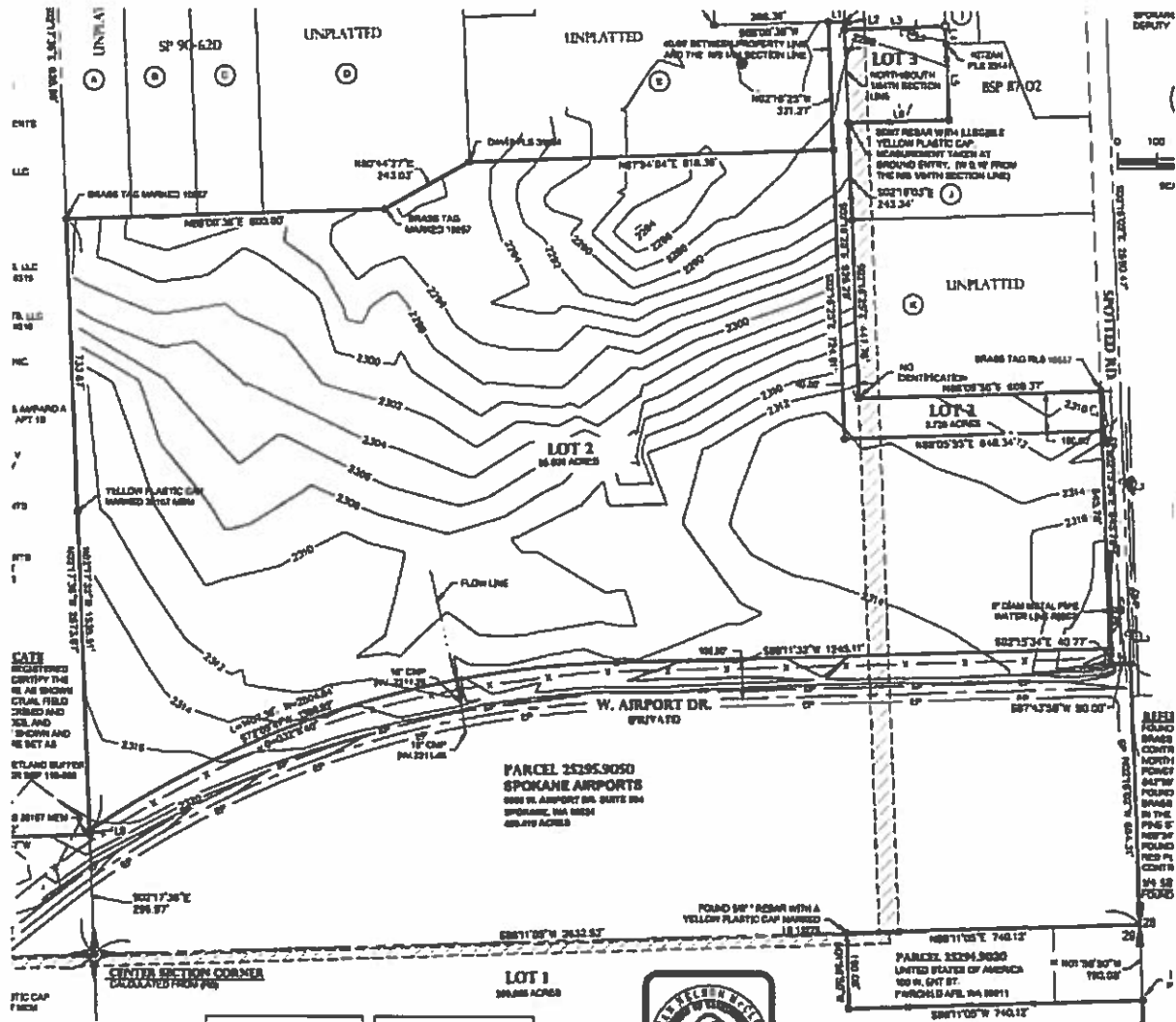
THE LAND IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF SECTION 29, TOWNSHIP 25 NORTH, RANGE 42 EAST, W.M. IN SPOKANE COUNTY, WASHINGTON, EXCEPT PSH NO. 2; AND EXCEPT THE NORTH 190 FEET OF THE EAST 740 FEET THEREOF, AND EXCEPT THE EAST 50 FEET THEREOF RESERVED FOR ROAD PURPOSES. TOGETHER WITH THE NORTHEAST QUARTER OF SAID SECTION, EXCEPT RIGHT OF WAY FOR SPOTTED ROAD AND EXCEPT THAT PORTION LYING NORTH AND EAST OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 29, FROM WHICH THE NORTHEAST CORNER OF SECTION 29 BEARS N88°02'35"E, 2633.69 FEET; THENCE S02°17'36"E, 828.56 FEET ALONG THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 29, TO THE SOUTHWEST CORNER OF SPOKANE COUNTY PARCEL, AS DESCRIBED IN WARRANTY DEED INSTRUMENT NUMBER 6704472, MONUMENTED WITH A 5/8 INCH REBAR AND TAG MARKED RLS 10857; THENCE DEPARTING SAID NORTH-SOUTH CENTER SECTION LINE, N88°00'36"E, 800.00 FEET ALONG THE SOUTHERLY LINES OF SPOKANE COUNTY PARCELS, AS DESCRIBED IN WARRANTY DEED INSTRUMENT NUMBER 6704472, QUIT CLAIM DEED INSTRUMENT NUMBER 6092421, DEED OF TRUST INSTRUMENT NUMBER 4248801, AND QUIT CLAIM DEED INSTRUMENT NUMBER 5984653 TO A 5/8 INCH REBAR AND TAG MARKED RLS 10857; THENCE N60°44'27"E, 243.03 FEET ALONG THE SOUTHERLY LINE OF SPOKANE COUNTY PARCEL AS DESCRIBED IN QUIT CLAIM DEED INSTRUMENT NUMBER 5984653, TO THE SOUTHWEST CORNER OF SPOKANE COUNTY PARCEL, AS DESCRIBED IN STATUTORY WARRANTY DEED 8162541, MONUMENTED WITH A 1/2 INCH REBAR AND YELLOW PLASTIC CAP MARKED DAVIS PLS 35894; THENCE N87°54'04"E, 918.36 FEET ALONG THE SOUTHERLY LINE OF THE ADDITION TO CURRENTLY EXISTING PARCEL NUMBER 25291 9049 TO A 5/8 INCH REBAR AND YELLOW PLASTIC CAP MARKED T-O ENGINEERS PLS 57444; THENCE N02°16'25"W 321.27 FEET, TO THE SOUTHERLY LINE OF SPOKANE COUNTY PARCEL AS DESCRIBED IN QUIT CLAIM DEED INSTRUMENT NUMBER 6183392 MONUMENTED WITH A 5/8 INCH REBAR AND YELLOW PLASTIC CAP MARKED T-O ENGINEERS PLS 57444; THENCE, N88°05'39"E 40.10 FEET ALONG SAID SOUTHERLY LINE TO THE SOUTHEAST CORNER OF SPOKANE COUNTY PARCEL AS DESCRIBED IN QUIT CLAIM DEED INSTRUMENT NUMBER 6183392, MONUMENTED WITH A 3/8 INCH REBAR WITH A YELLOW PLASTIC CAP MARKED PLS 10018. THENCE S01°58'48"E 19.89 FEET TO A 5/8 INCH REBAR WITH A YELLOW PLASTIC CAP MARKED T-O ENGINEERS PLS 57444; THENCE N87°59'12"E 253.78 FEET TO A 1 INCH OUTSIDE DIAMETER IRON PIPE WITH NO IDENTIFICATION 1.3 FEET BELOW THE GROUND SURFACE. THENCE S02°42'14"E 44.48 FEET TO A 1/2 INCH REBAR WITH A YELLOW PLASTIC CAP MARKED KITZAN PLS 33141; THENCE S02°14'46"E 190.78 FEET TO A 5/8 INCH REBAR WITH A YELLOW PLASTIC CAP MARKED T-O ENGINEERS PLS 57444; THENCE S88°00'19"W 254.19 FEET TO A 5/8 INCH REBAR AND ILLEGIBLE YELLOW PLASTIC CAP; THENCE S02°19'03"E 243.34 FEET TO A 5/8 INCH REBAR WITH A YELLOW PLASTIC CAP MARKED T-O ENGINEERS PLS 57444, THENCE S02°16'25"E 447.78 FEET TO A 1/2 INCH REBAR WITH NO IDENTIFICATION, THENCE N88°05'55"E 608.37 FEET TO THE WESTERLY RIGHT OF WAY OF SPOTTED ROAD, MONUMENTED WITH A 5/8 INCH REBAR WITH BRASS TAG MARKED RLS 10857, SAID REBAR BEING THE TERMINUS OF THIS LINE DESCRIPTION.

ALSO TOGETHER WITH THE SOUTH 300 FEET OF THE EAST 400 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, SITUATE IN THE CITY OF SPOKANE, SPOKANE COUNTY, STATE OF WASHINGTON.

EXHIBIT A-2
DEPICTION OF REAL PROPERTY*



*Real Property to be acquired identified as Lot 2 in the depiction above. A final legal description of the Real Property shall be determined by the Final Short Plat, once completed, and the Parties acknowledge and agree such legal description will be deemed incorporated into this Agreement as a replacement Exhibit A-2.

EXHIBIT B
FORM OF BARGAIN AND SALE DEED

Filed for Record at Request of and
copy returned to:

Lukins & Annis, P.S.
Attn: Tyler J. Black, Esq.
717 W. Sprague Avenue, Suite 1600
Spokane, WA 99201

DOCUMENT TITLE:	BARGAIN AND SALE DEED
GRANTOR:	SPOKANE AIRPORT BOARD
GRANTEE:	[*]
ABBREVIATED LEGAL DESCRIPTION:	[*]
ASSESSOR'S PARCEL NO.:	[*]

BARGAIN AND SALE DEED

The grantor, SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, for and in consideration of Ten Dollars (\$10.00) in hand paid, bargains, sells and conveys to _____, that real property situated in the county of Spokane, state of Washington and legally described on Schedule 1 attached hereto and incorporated herein by this reference (the "Property").

SUBJECT TO: (i) the lien securing non-delinquent taxes and assessments, both general and special, (ii) all covenants, conditions, restrictions, reservations, rights, rights of way, easements, and title matters whether or not of record or visible from an inspection of the Property and all matters which an accurate survey of the Property would disclose; and (iii) a restriction that no part of the Property shall ever be used or improved for the operation of a commercial park and ride, park and fly, or such other primary use as a pay-to-park business or enterprise (the "Restrictive Covenant"), such Restrictive Covenant to run with the land and be enforceable against Grantee, Grantee's heirs, successors and assigns forever.

It being further acknowledged that in the event of any violation or threatened violation of the terms and provisions of the Restrictive Covenant, Grantor or any person claiming through or otherwise entitled to enforce the Restrictive Covenant shall, in addition to all remedies available at law or in equity, have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The specified remedies to which any person entitled to enforce the Restrictive Covenant may resort are cumulative and are not intended to be exclusive of any other remedies or means of redress to which any person entitled to enforce the Restrictive Covenant may be lawfully entitled in case of any breach or threatened breach of any provision hereof. Failure to insist in any one or more cases upon the strict performance of any of the provisions of the Restrictive Covenant, or to exercise any remedy herein

contained, will not be construed as a waiver or a relinquishment for the future of such covenant or remedy.

[signature page and acknowledgment follows]

SIGNATURE PAGE
TO
BARGAIN AND SALE DEED

DATED effective the ____ day of _____, 2021.

SPOKANE AIRPORT BOARD,
a joint operation of the City of Spokane
and County of Spokane, Washington

By: _____
Name: Lawrence J. Krauter
Its: Chief Executive Officer

STATE OF WASHINGTON)
 : ss
County of Spokane)

On this ____ day of _____, 2021, before me personally appeared Lawrence J. Krauter, to me known to be the Chief Executive Officer of the SPOKANE AIRPORT BOARD, a joint operation of the City of Spokane and County of Spokane, Washington, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

Notary Public (Signature)

(Print Name)

My commission expires: _____

(Seal or Stamp)

Schedule 1
to
Bargain and Sale Deed
Legal Description

[To be inserted.]

EXHIBIT C
FORM OF AVIGATION EASEMENT

Filed for Record at Request of and
copy returned to:

Lukins & Annis, P.S.
Attn: Tyler J. Black, Esq.
717 W. Sprague Avenue, Suite 1600
Spokane, WA 99201

DOCUMENT TITLE:	AVIGATION EASEMENT
GRANTOR:	[*]
GRANTEE:	SPOKANE AIRPORT BOARD
ABBREVIATED LEGAL	[*]
DESCRIPTION:	
ASSESSOR'S PARCEL NO.:	[*]

AVIGATION EASEMENT

THIS AVIGATION EASEMENT ("Easement") is made and entered into this ____ day of _____, 2021 ("Effective Date"), by [*], a Washington limited liability company ("Grantor") for the benefit of SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, and the UNITED STATES OF AMERICA (collectively, the "Grantees").

RECITALS

A. Grantor is the owner of fee simple title to real property consisting of approximately 65.806 acres located generally at the south side of U.S. Highway 2, west of South Spotted Road, north of West Airport Drive in the City of Spokane, Spokane County, Washington, and legally described on the attached Schedule 1 (the "Property"), which Property was acquired by Grantor from the City of Spokane and Spokane County, as tenants in common, for Spokane Airport, by and through its Airport Board (the "Seller").

B. In consideration of Seller agreeing to sell the Property to Grantor, Grantor desires to provide Grantees an easement over the Property for the unobstructed passage of all Aircraft, on the terms and conditions set forth in this Easement. For purposes of this Easement, "Aircraft" means any contrivance now known or hereafter invented, used or designed for navigation of, or flight in, the air.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees as follows:

1. Recitals. The recitals set forth above are incorporated by reference in this Easement as though fully set forth herein.

2. Grant of Avigation Easement for Benefit of Grantees. Grantor hereby grants and conveys to Grantees, for themselves, their heirs, administrators, executors, successors and assigns an easement over and across the airspace above the surface of the Property for the unobstructed passage and avigation of all Aircraft by whomsoever owned and operated. Grantees' foregoing avigation easement shall include the right to (i) emit such noise, vibrations, fumes, dust, fuel particles and other incidents typically resulting from the operation of Aircraft, (ii) increase the noise impact to the Property by virtue of an increase in flight frequencies, altering flight paths, or changing types of Aircraft pursuant to the continued growth and expansion of Spokane International Airport and Felts Field Airport (collectively, the "Airports"), or (iii) prevent the use of the Property in a manner that constitutes an Aircraft hazard, including, without limitation, (a) interfering with the operations of radio or electronic facilities used by any Aircraft, (b) making it difficult for pilots to distinguish between airfield lights and other lights, or (c) implementing a use that (1) results in glare in the eyes of Aircraft pilots, (2) impairs visibility in the vicinity of any Aircraft flight path, (3) creates thermal plumes hazardous to Aircrafts, (4) endangers the landing, taking off, or maneuvering of any Aircraft, (5) creates a wildlife attractant that in Grantees' sole discretion and opinion, could create a bird or wildlife strike hazard or otherwise interfere with Aircraft operations, or (6) creates a potential hazard of a fire accelerant or secondary explosion resulting from an Aircraft crash on the Property.

It is further understood and acknowledged that it is reasonable to expect that ongoing expansion of the Airports and attendant improvements will cause Aircraft effects to change, potentially increasing flight frequencies, alteration of flight paths and changing of Aircraft types as the operations of the Airports grow and expand which may have a greater future deleterious impact to the Property of the nature described in this Section.

3. Negative Covenants. Grantor hereby specifically disclaims any intention to create any other easements on the Property by this Easement, except as otherwise specifically provided herein. Grantor shall not erect, construct, alter, maintain, or allow to grow, any vegetation, object, structure, wall, fence or barrier ("Obstruction") of any kind on or in the Property that would increase the Federal Aviation Administration ("FAA") landing, approach, or departure minimum height requirements for Aircraft, or prevent or unreasonably impair the free access of any Aircraft to travel through the airspace above the surface of the Property, unless such Obstruction is specifically consented to by all appropriate Grantees. If any Obstruction violates the height restrictions described herein this Section 3, then any of the Grantees shall have the right to enter the Property to remove such Obstruction at Grantor's sole cost and expense. Grantor shall not create or cause interference with or utilize the Property in any way contrary to (i) Spokane County Zoning Code, Chapters 14.700 and 17C.180 or (ii) any FAA requirements and regulations.

4. Indemnification. Grantor shall indemnify, defend and hold harmless Grantees, their heirs, administrators, executors, successors and assigns from all claims, demands, or suits in law or equity arising from Grantor's intentional or negligent acts or breach of its obligations under this Easement.

5. Not a Public Dedication. The easements established by this Easement shall be for the benefit of and restricted solely to the use of Grantees, their heirs, administrators, executors, successors and assigns and shall be used only for the purposes described herein. Nothing contained in this Easement shall be deemed to be a public dedication of any portion of the Property described herein in the general public or for the general public or for any public purposes whatsoever.

6. Covenants Run With the Land. This Easement shall remain in effect until said Easement, as existing, enlarged or relocated, is abandoned or ceases to be used for Aircraft travel and Airports purposes. The covenants given and the easements granted pursuant to this Easement shall be deemed to be covenants running with the Property and shall be binding upon and benefit the heirs, successors in interest, assigns and devisees of Grantor and Grantees. The Property is the servient estate.

7. Consent to Modification. This Easement and any provision, covenant, or easement contained herein may be terminated, extended, modified, or amended only with the written consent of the Grantor and all appropriate Grantees; *provided, however*, that no termination, extension, modification, or amendment of this Easement shall be effective unless a written instrument setting forth the terms thereof has been executed as herein provided, acknowledged, and recorded in the offices of the Spokane County Recorder.

8. Not a Partnership. By this Easement, the Grantor does not, and any successors or assigns of Grantor shall not, in any way or for any purpose become partners or joint venturers with any of the Grantees, or of any of their respective successors or assigns.

9. Construction. Wherever used herein, unless the context shall otherwise provide, the singular form shall include the plural, the plural shall include the singular, and the use of any gender will include all genders. The section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define, or otherwise affect the content, meaning, or intent of this Easement or any section or provision hereof.

10. Entire Easement; Interpretation. This Easement constitutes the entire Easement with respect to the subject matter hereof. It is expressly agreed that there are no verbal understandings or other easements that in any way change the terms, covenants and conditions herein set forth. References to Grantor and Grantees shall also be deemed to refer to their respective successors and assigns.

11. Miscellaneous. This Easement shall be governed by the laws of the state of Washington. Any action related to this Easement shall be brought in Superior Court in Spokane County, Washington.

[signature page and acknowledgements follow]

[remainder of page left intentionally blank]

[Insert SPE signature block]

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

(Print Name)

My commission expires: _____

Schedule 1
to
Avigation Easement

LEGAL DESCRIPTION OF PROPERTY

[To be inserted.]

EXHIBIT D
ENVIRONMENTAL SECTION OF SELLER DISCLOSURE STATEMENT

NOTICE TO THE BUYER: WEST PLAINS DEVELOPMENT, L.L.C., a Washington limited liability company

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY CONSISTING OF APPROXIMATELY 65.806 ACRES LOCATED GENERALLY AT THE SOUTH SIDE OF U.S. HIGHWAY 2, WEST OF SOUTH SPOTTED ROAD, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON (THE "PROPERTY") AS LEGALLY DESCRIBED IN EXHIBIT A-1 ATTACHED TO THIS AGREEMENT. SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S CURRENT AND ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY BUYER IS ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, ELECTRICIANS, OR ON-SITE WASTEWATER TREATMENT INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES. SELLER IS NOT OCCUPYING THE PROPERTY.

SELLER'S DISCLOSURES - ENVIRONMENTAL

**YES NO DON'T
KNOW**

If the answer is "Yes" to a question with an (*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

- | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|-------------------------------------|
| *A. Have there been any flooding, standing water or drainage problems on the Property that affect the Property or access to the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| *B. Is there any material damage to the Property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| *C. Are there any shorelines, wetlands, floodplains, or critical areas on the Property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *D. Are there any substances, materials, or products in or on the Property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| *E. Is there any soil or groundwater contamination? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| *F. Has the Property been used as a legal or illegal dumping site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| *G. Has the Property been used as an illegal drug manufacturing site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

ADDITIONAL NOTICES TO BUYER: INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

EXPLANATIONS FOR *YES* ANSWERS (IF ANY):

N/A.

EXHIBIT E
FORM OF UNCONDITIONAL RELEASE AND INDEMNITY AGREEMENT

UNCONDITIONAL RELEASE AND INDEMNITY AGREEMENT
for
Spokane International Airport, Airport Business Park, Felts Field Airport

The undersigned hereby requests permission of Spokane Airport to allow the undersigned, or its agents acting on its behalf, to enter a portion of approximately _____ at Spokane International Airport for the purposes of _____ commencing _____, and terminating on _____. It is understood that any damage caused while accessing Airport property shall be immediately replaced or repaired at the sole cost and expense of the undersigned. At least 24 hours prior notice shall be provided to the Airport prior to commencing any activities on Airport property. There shall not be a charge for said use. In consideration of and as an inducement for the grant of such permission by the Airport, the undersigned, on behalf of itself, its heirs, employees and assigns, by the execution and delivery of the Unconditional Release and Indemnity Agreement (hereinafter "Release") and provision of a Certificate of Insurance evidencing insurance and coverages as outlined on Exhibit A, attached hereto;

FURTHER, THE UNDERSIGNED HEREBY WAIVES, RELEASES, AND RENOUNCES any and all claims, liabilities, actions, suits, causes, injuries, whether known or unknown or contemplated, demands, penalties, costs (including the reasonable fees for attorneys) and judgments ("all claims") of any kind or nature whatsoever against the Airport, and its respective officers, directors, employees, agents, consultants, assigns, lessees, and attorneys (the "Released Parties") arising out of or in any way connected with its entry onto, presence on, and activities sponsored by or on behalf of the undersigned on the Airport property; and

PERSONALLY ASSUMES ALL RISKS in connection with its entry onto or presence or activities on the Airport property; and

FURTHER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against and from all claims in connection with its entry onto, presence on and activities sponsored by or on behalf of the undersigned on the Airport property.

I hereby declare and represent to the Airport that I, on behalf of _____ its officers, directors and employees, have fully informed myself of the contents of this Release by reading it before voluntarily accepting and signing it below; and declare and represent to the Airport that I understand this is a total and complete release of all claims; and that I have been advised to consult with an attorney should I have any questions about the legal effect of this release.

I warrant, on behalf of _____, its officers, directors and employees, that I have the authority to enter into this Release on behalf of and to fully bind the undersigned:

By: _____
Title: _____
Date: _____

SPOKANE AIRPORT

By: _____
Title: _____
Date: _____

EXHIBIT F
FORM OF GRANITE ASSIGNMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made as of _____, 20__ ("Assignment Date"), between SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington ("Assignor") and West Plains Development, L.L.C., a Washington limited liability company ("Assignee").

Assignor and Assignee entered into that certain Real Property Purchase and Sale Agreement and Escrow Instructions dated May [*], 2021 ("Agreement"), providing for, among other things, the conveyance to Assignee of certain Property, as defined and more particularly described in the Agreement. Capitalized terms that are not defined in this Assignment shall have the meanings that are ascribed to them in the Agreement.

Assignor is the landlord under the Granite Lease, and Assignor desires to transfer, assign, and convey to Assignee all its right, title, and interest in, to, and under the Granite Lease on the following terms and conditions.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby assigns, conveys, transfers, and sets over unto Assignee all of Assignor's right, title, and interest in the Granite Lease.
2. Assumption. Assignee hereby assumes and agrees to pay all sums, and perform, fulfill, and comply with all covenants and obligations, which are to be paid, performed, and complied with by the Property owner with respect to the Granite Lease from and after the Assignment Date.
3. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
4. Counterparts. This Assignment may be executed in counterparts.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Assignment Date.

ASSIGNOR:

SPOKANE AIRPORT BOARD,
a joint operation of the City of Spokane and County
of Spokane, Washington

By: _____
Name: Lawrence J. Krauter
Its: Chief Executive Officer

ASSIGNEE:

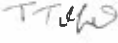
WEST PLAINS DEVELOPMENT, L.L.C.,
a Washington limited liability company

By: _____
Name: Thomas B. Tilford
Its: Business Manager

**REFERENCE NUMBER**
14CAD254-9453-4F43-87C5-76DB3C8705EA**SIGNATURE
CERTIFICATE**

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number 14CAD254-9453-4F43-87C5-76DB3C8705EA	Document Name PSA - West Plains Development (Final)
Transaction Type Signature Request	Filename psa_west_plains_development_final_version_-_5_20_21_02434696x9f871_.pdf
Sent At 05/20/2021 12:17 EDT	Pages 36 pages
Executed At 05/20/2021 15:05 EDT	Content Type application/pdf
Identity Method email	File Size 536 KB
Distribution Method email	Original Checksum ab8808a082c560ff453381f1ac73977556810a96a3aac9132b9e32c25f970583
Signed Checksum 614263402093249104e3d802f08742d61cad3e1fba71b467cf71e54d3d14659e	
Signer Sequencing Disabled	
Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Thomas B. Tilford	Status signed	Viewed At 05/20/2021 15:03 EDT
Email ttilford@gmail.com	Multi-factor Digital Fingerprint Checksum 249abb8ada7364448a9a2a81b7029279ed3e3c7b6d1949a04e7967b91900de79	Identity Authenticated At 05/20/2021 15:05 EDT
Components 3	IP Address 73.59.50.124	Signed At 05/20/2021 15:05 EDT
	Device Safari via Mac	
	Drawn Signature 	
	Signature Reference ID 442E5084	
	Signature Biometric Count 210	

AUDITS

TIMESTAMP	AUDIT
05/20/2021 12:17 EDT	Tyler Black (tblack@lukins.com) created document 'psa_west_plains_development_final_version_-_5_20_21_02434696x9f871_.pdf' on Chrome via Windows from 66.195.40.82.
05/20/2021 12:17 EDT	Thomas B. Tilford (ttilford@gmail.com) was emailed a link to sign.
05/20/2021 15:03 EDT	Thomas B. Tilford (ttilford@gmail.com) viewed the document on Safari via Mac from 73.59.50.124.
05/20/2021 15:05 EDT	Thomas B. Tilford (ttilford@gmail.com) authenticated via email on Safari via Mac from 73.59.50.124.
05/20/2021 15:05 EDT	Thomas B. Tilford (ttilford@gmail.com) signed the document on Safari via Mac from 73.59.50.124.

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

07/12/2021

Date Rec'd

6/30/2021

Clerk's File #

RES 2021-0058

Renews #**Submitting Dept**

AIRPORTS

Contact Name/Phone

LARRY 455-6419

Contact E-Mail

LKRAUTER@SPOKANEAIRPORTS.NET

Agenda Item Type

Resolutions

Agenda Item Name

AIRPORTS - JOINT CITY-COUNTY RESOLUTION (WEST PLAINS DEVELOPMENT)

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to execute an Addendum to the Purchase and Sale Agreement with West Plains Development, LLC for property located on a portion of Spokane County Assessor Tax

Summary (Background)

Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, the Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer of disposal of real property.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

KRAUTER, LARRY

Study Session\Other

PIES 6/28/2021

Division Director**Council Sponsor**

CP Beggs

Finance

WALLACE, TONYA

Distribution List**Legal**

PICCOLO, MIKE

lkrauter@spokaneairports.net

For the Mayor

ORMSBY, MICHAEL

twoodard@spokaneairports.net

Additional Approvals

kfukai@spokaneairports.net

Purchasing



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Parcel No. 25295.9050, comprising of approximately 65.806 acres and 3.72 acres of land at Spokane International Airport.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

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

City Resolution No: 2021-0058
County Resolution No. _____

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON
AND
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF AUTHORIZING)	
THE AIRPORT BOARD TO)	JOINT RESOLUTION
SELL PROPERTY IDENTIFIED AS)	
A PORTION OF SPOKANE COUNTY)	
ASSESSOR PARCEL 25295.9050)	

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County ("County"), by and through its Board of County Commissioners, and the City of Spokane ("City"), by and through its City Council, entered into an agreement dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park ("Agreement"); and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

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

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

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board is authorized to sell the Property, on the terms and conditions set forth in Exhibit A and Exhibit B; and
2. That the Chief Executive Officer of the Airport Board be and is hereby authorized to prepare and execute any documents on behalf of Spokane County and City of Spokane to sell the Property.

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

Terri L. Pfister, City Clerk

Approved as to form:

City Attorney

ADOPTED by the Board of County Commissioners of Spokane County, Washington this _____
day of _____, 2021.

Josh Kerns, Chair

ATTEST:

Mary L. Kuney, Vice-Chair

Ginna Vasquez
Clerk of the Board

Al French, Commissioner

EXHIBIT A

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

EXHIBIT B

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



SPOKANE

INTERNATIONAL AIRPORT



City Council Public Infrastructure, Environment, and Sustainability Committee



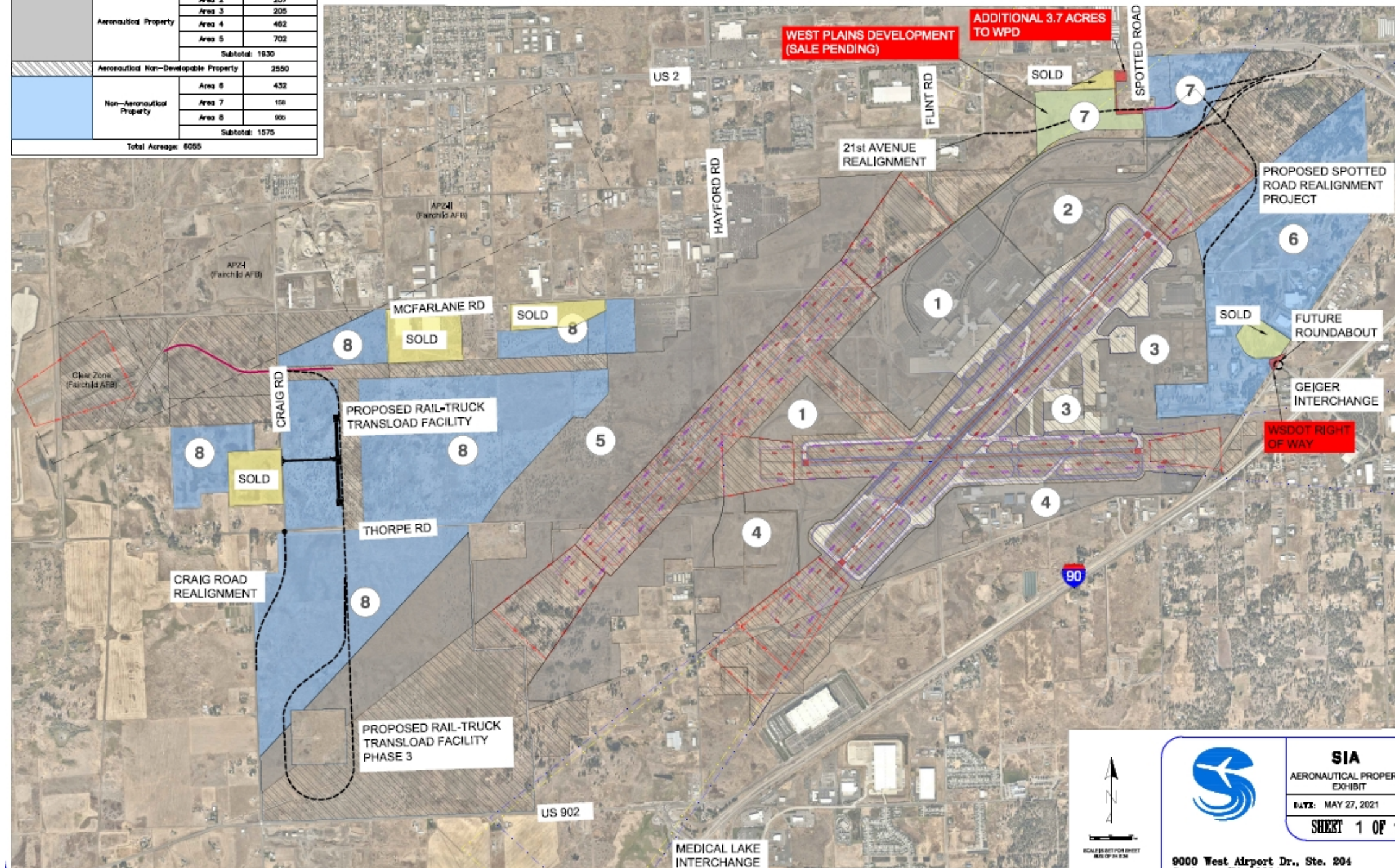
Airport Joint Resolution Briefing
June 28, 2021



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

AERONAUTICAL/NON AERONAUTICAL PROPERTY

Property Data		
Color	Type	Acreage
	Aeronautical Property	Area 1
		Area 2
		Area 3
		Area 4
		Area 5
		Subtotal: 1930
	Aeronautical Non-Developable Property	2550
	Non-Aeronautical Property	Area 6
		Area 7
		Area 8
		Subtotal: 1575
Total Acreage:		6055



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

9000 West Airport Dr., Ste. 204
Spokane, WA 99216



Spokane International Airport
GEG – GENERATING ECONOMIC GROWTH

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

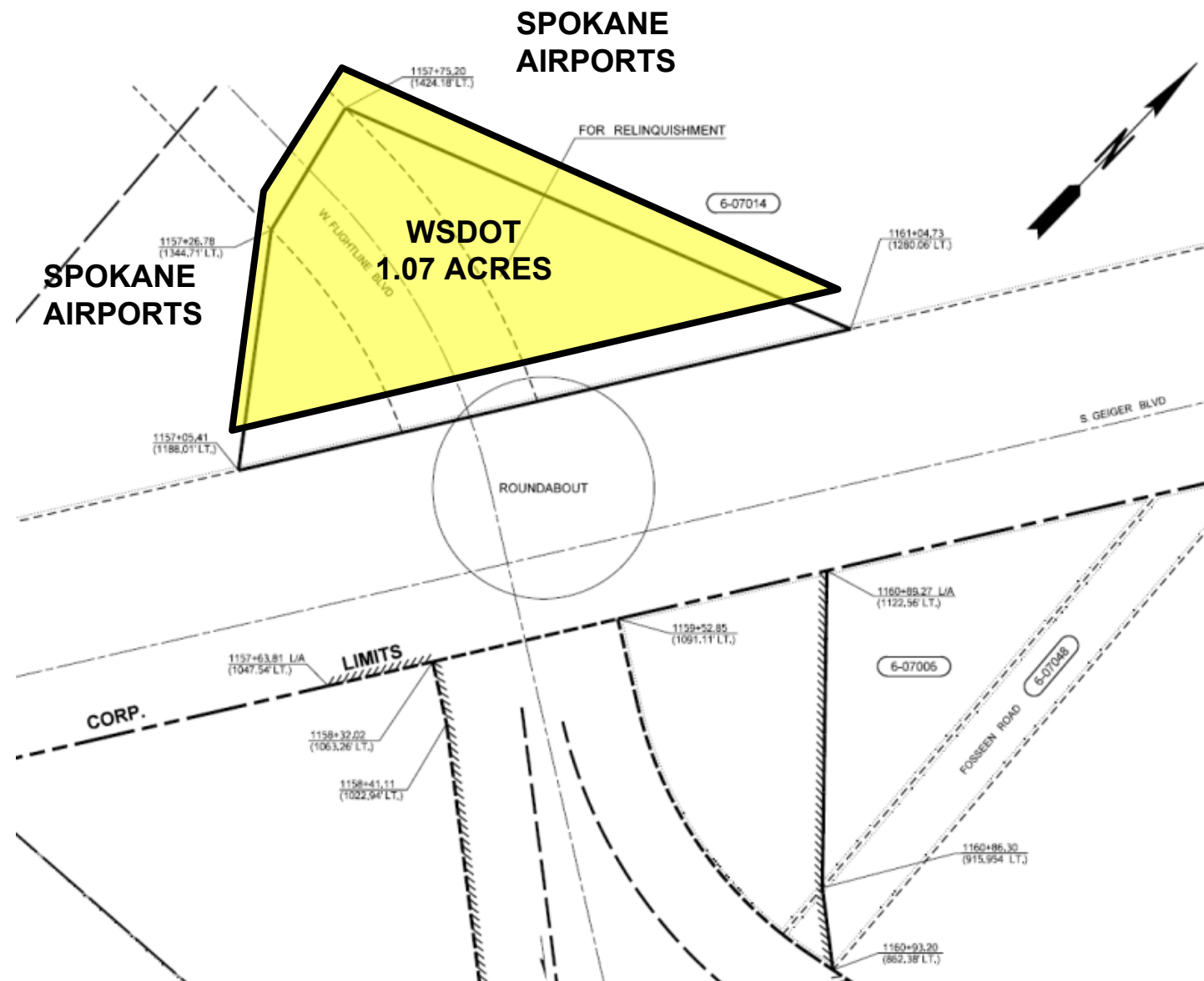


Addendum to WPD, LLC

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



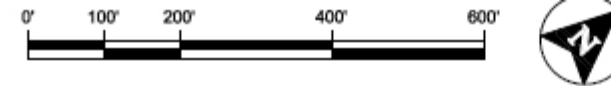
Sale of 1.07 Acres of Land to WSDOT for Roundabout Construction at Geiger Blvd. and Flightline Blvd.



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

WSDOT Roundabout Land Purchase

ACREAGE EXHIBIT



NOTES

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

LEGEND

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



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

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





Questions





SPOKANE
INTERNATIONAL AIRPORT

Thank you!



Spokane International Airport
GEG — GENERATING ECONOMIC GROWTH

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

07/12/2021

Date Rec'd

6/30/2021

Clerk's File #

RES 2021-0059

Renews #**Submitting Dept**

AIRPORTS

Cross Ref #**Contact Name/Phone**

LARRY 455-6419

Project #**Contact E-Mail**

LKRAUTER@SPOKANEAIRPORTS.NET

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

AIRPORTS - JOINT RESOLUTION (WSDOT)

Agenda Wording

City-County Joint Resolution in the matter of authorizing the Spokane Airport Board to sell property located on a portion of Spokane County Assessor Parcel 25335.9056 and Spokane County Assessor Tax Parcel 25335.9009, comprising of approximately 1.07 acres of land at the Spokane International Airport.

Summary (Background)

Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, the Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer or disposal of real property.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

KRAUTER, LARRY

Study Session\Other

PIES 6/28/2021

Division Director**Council Sponsor**

CP Beggs

Finance

WALLACE, TONYA

Distribution List**Legal**

PICCOLO, MIKE

lkrauter@spokaneairports.net

For the Mayor

ORMSBY, MICHAEL

twoodward@spokaneairports.net

Additional Approvals

kfukai@spokaneairports.net

Purchasing

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

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

City Resolution No: 2021-0059
County Resolution No. _____

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON
AND
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF AUTHORIZING)	
THE AIRPORT BOARD TO)	JOINT RESOLUTION
SELL PROPERTY IDENTIFIED AS)	
A PORTION OF SPOKANE COUNTY)	
ASSESSOR PARCEL 25335.9056 AND)	
SPOKANE COUNTY ASSESSOR PARCEL)	
25335.9009)	

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County ("County"), by and through its Board of County Commissioners, and the City of Spokane ("City"), by and through its City Council, entered into an agreement dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park ("Agreement"); and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

WHEREAS, the Airport Board has recommended to the County and City the sale of a portion of Spokane County Assessor Tax Parcel 25335.9056 and Spokane County Assessor Tax Parcel 25335.9009, comprised of approximately 1.07 acres of land fronting South Geiger Boulevard, near the intersection of South Geiger Boulevard and West Flightline Boulevard, in the City ("Property"), as described in that certain Real Property Purchase and Sale Agreements and Escrow Instructions, dated as of _____, 2021, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board is authorized to sell the Property, on the terms and conditions set forth in Exhibit A; and
2. That the Chief Executive Officer of the Airport Board be and is hereby authorized to prepare and execute any documents on behalf of Spokane County and City of Spokane to sell the Property.

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

Terri L. Pfister, City Clerk

Approved as to form:

City Attorney

ADOPTED by the Board of County Commissioners of Spokane County, Washington this _____
day of _____, 2021.

Josh Kerns, Chair

ATTEST:

Mary L. Kuney, Vice-Chair

Ginna Vasquez
Clerk of the Board

Al French, Commissioner

EXHIBIT A

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



SPOKANE

INTERNATIONAL AIRPORT



City Council Public Infrastructure, Environment, and Sustainability Committee



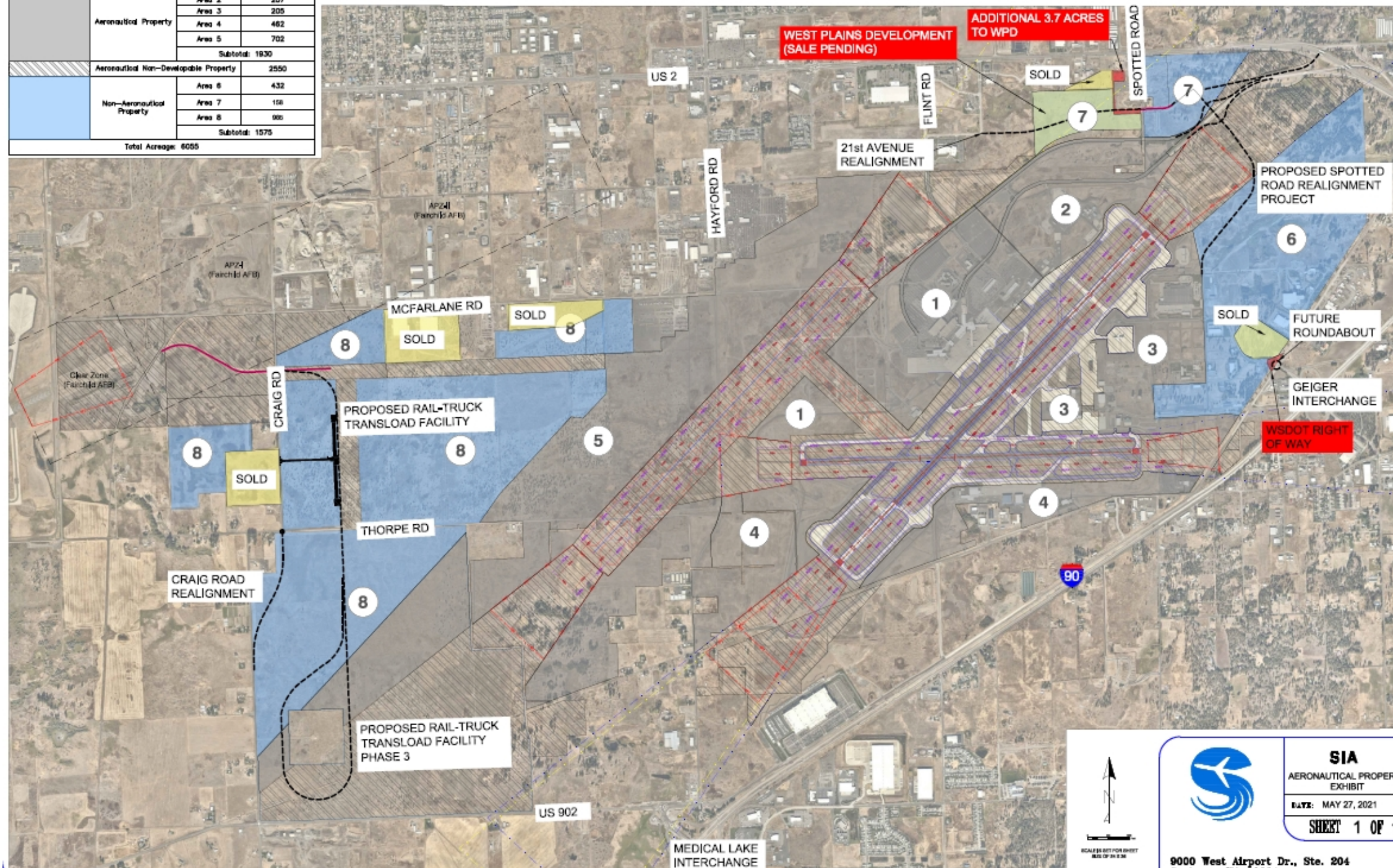
Airport Joint Resolution Briefing
June 28, 2021



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

AERONAUTICAL/NON AERONAUTICAL PROPERTY

Property Data		
Color	Type	Acreage
	Aeronautical Property	Area 1
		Area 2
		Area 3
		Area 4
		Area 5
		Subtotal: 1930
	Aeronautical Non-Developable Property	2550
	Non-Aeronautical Property	Area 6
		Area 7
		Area 8
		Subtotal: 1575
Total Acreage:		6055



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



Spokane International Airport
GEG – GENERATING ECONOMIC GROWTH

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

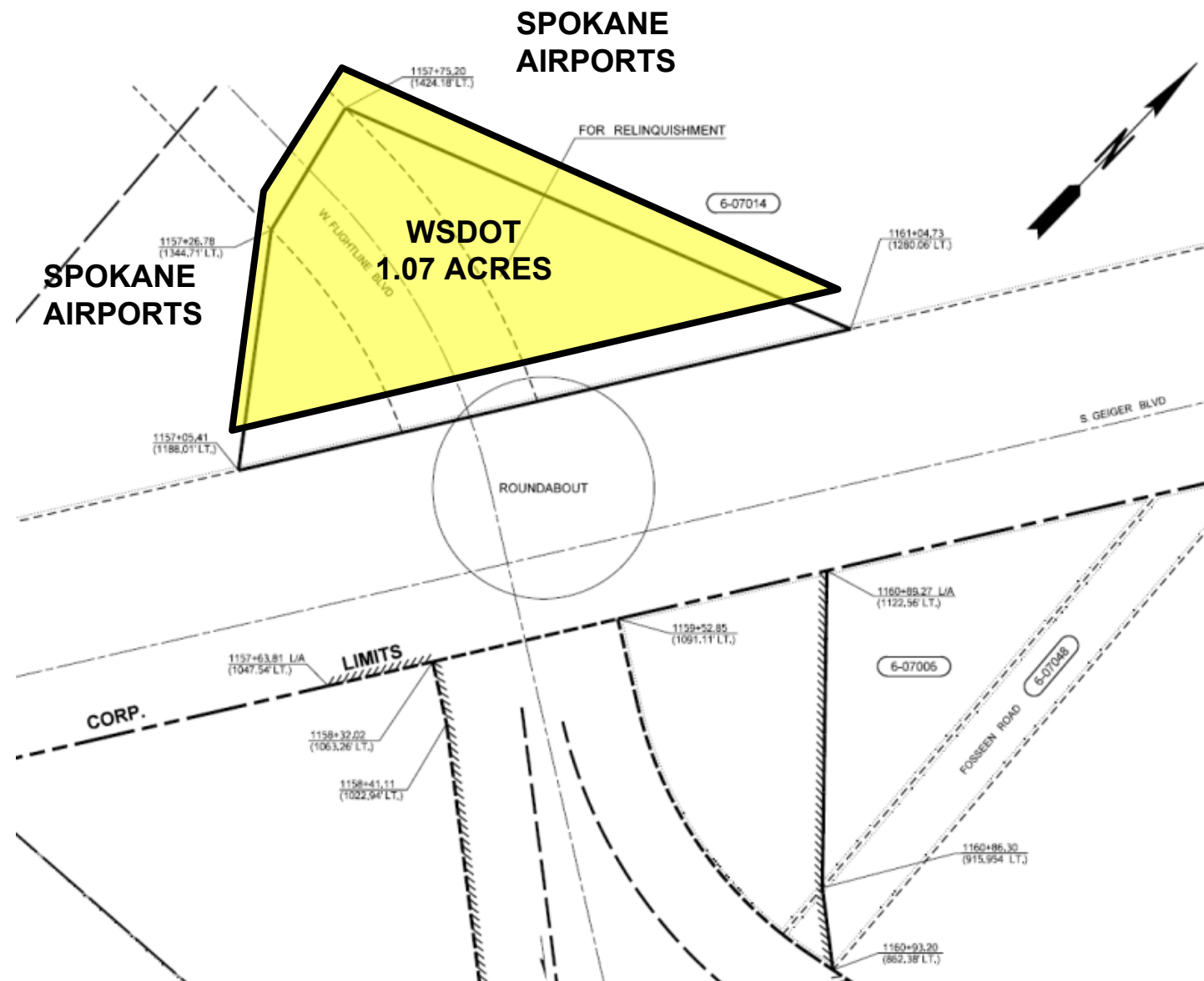


Addendum to WPD, LLC

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- WPD, LLC has signed the Addendum.
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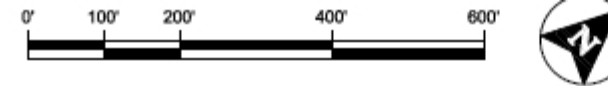
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- WSDOT constructing improvements to Geiger Interchange.
- Roundabout construction requires acquisition of 1.07 Acres of Airport property.
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- Airport to be compensated separately for Business Park Entry Sign and Landscaping @ \$95,000.
- Total revenue is \$179,000

WSDOT Roundabout Land Purchase

ACREAGE EXHIBIT



NOTES

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

LEGEND

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



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

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





Questions





SPOKANE
INTERNATIONAL AIRPORT

Thank you!



Spokane International Airport
GEG — GENERATING ECONOMIC GROWTH