

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings (effective Monday, March 14, 2022). City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the August 29, 2022, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of August 29, 2022:

1:15 p.m. Committee Meeting: 1-408-418-9388; access code: 2491 952 4023; password: 0320

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 018 9050; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2491 140 8078; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2480 676 7327; password: 0320

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, August 29, 2022. You must sign up by 6:00 p.m. to be called on to testify. Sign up forms will be available outside of Council Chambers for in-person attendees.

Those wishing to give testimony virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

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 the 6:00 p.m. legislative session, after the conclusion of the legislative agenda, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum will not extend past 9:30 p.m. unless extended by a supermajority of the Council.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. The order of the speakers be determined at the discretion of the chair. Each speaker shall be limited to no more than three minutes unless a majority of the Council Members in attendance vote on an alternate time limit.
- C. No action, other than a statement of Council Members' 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 and all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during 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 during the Council's legislative session: the consent agenda as a whole, 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 on issues that are not part of the current or advanced agendas during 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 or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. Members of City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
 - 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
 - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
 - 3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time, or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. 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 Director of Policy and Government Relations 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 2.15(A), with those exceptions stated in Rule 2.16(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 the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- B. No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.
- C. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- D. 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.
 - 4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- E. 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.
 - F. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.¹

¹ <https://my.spokanecity.org/citycouncil/members/>

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, SEPTEMBER 12, 2022

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 JONATHAN BINGLE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER ZACK ZAPPONE

**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

BRIEFING AND LEGISLATIVE SESSIONS

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. Pursuant to Council Rule 2.16.C, public testimony will be taken on consent and legislative items that are moved to Council's regular Briefing Session unless a majority of Council votes otherwise during the meeting in which the items are moved. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

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.

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. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- 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. (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.
- 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 or any other individual, and shall continue to the matters that are specifically before the Council at that time.
- Members of the City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

SPEAKING TIME LIMITS: Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a three-minute speaking time. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City website at <https://my.spokanecity.org>.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

ADVANCE AGENDA REVIEW (Staff or Council Member briefings and discussion)

APPROVAL BY MOTION OF THE ADVANCE AGENDA

CURRENT AGENDA REVIEW (Presentation of any new background information and discussion of any adjustments)

EXECUTIVE SESSION

(Closed Session of Council)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

COUNCIL AND COMMITTEE REPORTS

(Committee Reports for City Council Standing Committees and other Boards and Commissions)

PROCLAMATIONS AND SALUTATIONS

**REPORTS FROM NEIGHBORHOOD COUNCILS AND/OR OTHER CITY-SPONSORED
COMMUNITY ORGANIZATIONS**

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

| | | |
|--|---------|---------------|
| Plan Commission: One Appointment | Confirm | CPR 1981-0295 |
| Civil Service Commission: One Reappointment | Confirm | CPR 1981-0271 |
| Police Ombudsman Commission: One Reappointment | Confirm | CPR 2015-0034 |

ADMINISTRATIVE REPORT

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

1. Value Blanket Renewal with HR Fowler Company (Spokane Valley, WA) for as-needed purchases of curb and valve boxes—annual estimated cost \$225,000 (incl. tax). (Council Sponsor: Council Member Cathcart)
Tonya Reiss
Approve OPR 2021-0163
BID 5377-21
2. Value Blanket Renewals 1 of 2 with Eljay Oil Co., Inc. (Spokane Valley, WA) from October 1, 2022, through September 30, 2023, for the purchases of:
 - a. Chevron lubrication products and misc. associated items as-needed—annual cost not to exceed \$55,000. OPR 2019-0682
ITB 5078-19
 - b. Ultra Low Sulfur #2 Dyed Diesel and Supporting Equipment—not to exceed \$150,000 (incl. tax). OPR 2019-0683
ITB 5076-19
 (Council Sponsor: Council Member Kinnear)
David Paine
3. Purchase from Bud Clary Ford (Longview, WA) of four Ford F150 Lightnings by Fleet Services for the Engineering Department—\$198,020.78. (Council Sponsor: Council Member Kinnear)
Richard Giddings
Approve OPR 2022-0613
4. Purchase of F650 Crew Cab, or similar, and a 38 foot enclosed trailer, or similar by Fleet Services for the Police Department—Total estimated expenditure \$192,000. (Council Sponsor: Council Member Kinnear)
Richard Giddings
Approve OPR 2022-0614

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|-----|--|----------------|-------------------------------|
| 5. | Value Blankets with Napa from July 1, 2022, through October 19, 2024, using Washington State Contract #12621, for the as needed purchases of: | Approve All | |
| | a. automotive filters—\$150,000. | | OPR 2022-0615 |
| | b. miscellaneous automotive parts—\$300,000. (Council Sponsor: Council Member Kinnear) Adam Russell | | OPR 2022-0616 |
| 6. | Value Blanket Renewals with: | Approve All | |
| | a. Battery Systems for purchase of Automotive Batteries—\$100,000. | | OPR 2021-0572 |
| | b. PEWAG for the purchase of Tire Chains from September 23, 2022 through September 22, 2025—\$240,000 or \$80,000 per year estimated expenditure. (Council Sponsor: Council Member Kinnear) Adam Russell | | OPR 2020-0691 |
| 7. | Value Blankets with: | Approve All | |
| | a. Western Systems Inc for the purchase of traffic signal control cabinets—not to exceed \$542,000. | | OPR 2022-0617 ITB 5693-22 |
| | b. Valmont Industries to purchase signal standards—not to exceed \$255,000. (Council Sponsor: Council Member Kinnear) Clint Harris | | OPR 2022-0618 |
| 8. | Master Value Blanket with Fastenal for Inventory Management Services including vending machines and products put into those machines for multiple departments—\$650,000. (Council Sponsor: Council Member Kinnear) Thea Prince | Approve | OPR 2022-0619 |
| 9. | Contract with Industrial Inspection Services (Brush Prairie, WA) for ultrasonic thickness testing at the Waste to Energy Facility from October 1, 2022 through September 30, 2024—estimated annual cost not to exceed \$143,000 (incl. tax). (Council Sponsor: Council Member Kinnear) David Paine | Approve | OPR 2022-0620 IRFP 5632-22 |
| 10. | Contract with Industrial Access, Inc. (Cumming, GA) for needed stack repairs at the Waste to Energy Facility during October 2022—\$90,579 (incl. tax). (A contingency amount of \$36,000 will be set aside.) (Council Sponsor: Council Member Kinnear) David Paine | Approve | OPR 2022-0621 IPWQ 5665-22 |

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| 11. | Interlocal Cooperation Act Agreement with Spokane County for Establishment of the Spokane County Tourism Promotion Area (TPA). (Council Sponsors: Council Members Cathcart and Zappone) Mike Piccolo | Approve | OPR 2022-0622 |
| 12. | Recommendations to list on the Spokane Register of Historic Places the: | Approve All & Auth. Agreements | |
| | a. Dwinnell House and Fallout Shelter, 504 West 19th Avenue. | | OPR 2022-0623 |
| | b. William & Ina Ballard House, 2624 North Wall Street. | | OPR 2022-0624 |
| | Megan Duvall | | |
| 13. | Contract with McKinstry Co., LLC for HVAC PM Service at the Riverside Park Water Reclamation Facility from August 1, 2022 through July 31, 2023—\$77,900. (Council Sponsor: Council Member Kinnear) Mike Cannon | Approve | OPR 2022-0625 |
| 14. | Contract Renewal No. 1 of 2 with Financial Consulting Solutions, d/b/a FCS Group (Redmond, WA) for rate structure Analysis of the City's Water, Sewer, and Stormwater Utility Rates—\$260,000. (Council Sponsor: Council Member Kinnear) Marlene Feist | Approve | OPR 2019-0812 |
| 15. | Five-year Contract Extension/Amendment with WM Recycle America, LLC (Spokane Valley, WA) for processing and marketing recycling materials—estimated annual expenditure \$2,232,000 (first year), estimated annual revenue \$1,315,000 (first year). (Council Sponsor: Council Member Kinnear) Chris Averyt | Approve | OPR 2011-0467 BID 3610-09 |
| 16. | Interlocal Agreement with Washington State Department of Transportation to reimburse DOT for construction of trail segment under the Trent Avenue Bridge—\$192,144.62. (Council Sponsors: Council President Beggs and Council Members Bingle and Kinnear) Dan Buller | Approve | OPR 2022-0626 ENG 2019164 |
| 17. | On-Call Consultant Agreement with LSB Consulting Engineers, PLLC for Structural Engineering Services for 2022-2024 Non-Federal Aid Projects—not to exceed \$500,000. (Various Neighborhoods) (Council Sponsor: Council Member Kinnear) Dan Buller | Approve | OPR 2022-0627 ENG 2022086 |
| 18. | Acceptance of fiscal year 2021 Continuum of Care Program Award & Agreement as well as permission to enter into subrecipient contracts beginning August 1, 2022. (Council Sponsor: Council Member Kinnear) Heather Page | Approve | OPR 2022-0628 |

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| 19. Report of the Mayor of pending: | Approve & Authorize Payments | CPR 2022-0002 |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2022, 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 _____, 2022: \$_____. | | CPR 2022-0003 |
| 20. City Council Meeting Minutes: August 22, 2022. | Approve All | CPR 2022-0013 |
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LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36161 passed by the City Council December 13, 2021, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

- ORD C36193 Forfeitures & Contributions Fund**
- 1) Increase appropriations by \$175,000.
 - A) Of the increased appropriations; \$40,000 of the increase is to be used as confidential funds used for controlled purchases of illegal substances.
 - B) \$125,000 shall be used to fund a request for proposal to non-profit entities that provide at-risk youth services that will support prevention of drug use and drug crimes using peer support and leadership from individuals who have successfully exited criminal justice involvement.
 - C) \$10,000 for training.
 - 2) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund.

(This action arises from the need to continue and expand the use of confidential funds.) (Deferred from August 22, 2022, Agenda) (Council Sponsors: Council Members Cathcart and Bingle)

Mike McNab

ORD C36263

Real Estate Excise Tax Fund

1) Increase appropriation by \$400,000.

A) Of the increased appropriation, \$400,000 is provided solely as a transfer-out to the Fire/EMS fund for the commission of a fire facilities study.

and

Fire/EMS Fund

1) Increase revenue by \$500,000.

A) \$400,000 of the increased revenue is a transfer-in from Real Estate Excise Tax First Quarter Percent.

B) \$100,000 of the increased revenue is a transfer-in from the General Fund.

2) Increase appropriation by \$500,000.

C) Of the increased appropriation, \$500,000 is to be used solely for the commission of a fire facilities study.

(This action arises from the need to commission a study of current and future fire department facilities.) (Council Sponsors: President Beggs and Council Member Kinnear)

Brian Schaeffer

ORD C36264

Worker's Compensation Fund

1) Decrease the appropriation for a project employee by \$20,000.

2) Increase the appropriation for office furniture by \$20,000.

(A) There is no change to the overall appropriation level in the Worker's Compensation Fund.

(This action arises from the need of additional furniture for new positions.) (Council Sponsors: Council Members Wilkerson and Stratton)

Matt Lowmaster

ORD C36265

Golf Fund

1) Increase appropriation by \$120,000.

2) Of the increased appropriation, \$80,000 is provided solely for fuel and operating supplies.

3) Of the increased appropriation, \$40,000 is provided solely for capital.

(A) This is an increase to the overall appropriation level in the Golf Fund.

(This action arises from the inflationary cost increases in supplies, fuel, and capital expenditures.) (Council Sponsors: Council Members Stratton and Kinnear)

Garrett Jones

- ORD C36266** **General Fund**
1) Increase appropriation by \$250,000.
2) Of the increased appropriation, \$250,000 is provided solely for election services in the Non-departmental department and shall be funded from Unappropriated General Fund Balance.
(A) This is an increase to the overall appropriation level in the General Fund.
- (This action arises from the City Council's request to run an election this year.) (Council Sponsors: Council President Beggs and Council Member Wilkerson)
Jessica Stratton
- ORD C36267** **American Rescue Plan Fund**
1) Increase the appropriation by \$3,400,000.
A) Of the increased appropriation, \$3,400,000 is provided solely as an operating transfer-out to the Fire Department.
- and
- EMS Fund**
1) Increase revenue by \$3,400,000.
A) Of the increased revenue, \$3,400,000 is provided solely as an operating transfer-in from the American Rescue Plan Fund.
2) Increase appropriation by \$3,400,000.
B) Of the increased appropriation, \$3,400,000 is provided solely for uniformed overtime.
- (This action arises from the need to pay Fire uniformed overtime while understaffed.) (Council Sponsors: Council Members Cathcart and Wilkerson)
Brian Schaeffer
- ORD C36268** **Fleet Services Fund**
1) Increase the appropriation for vehicles in the Fleet Services Equipment Replacement department by \$360,808 which shall be funded from unappropriated fund balance.
(A) This is an increase to the overall appropriation level in the Fleet Services Fund.
- (This action arises from the need to purchase specified-conforming Flusher trucks.) (Council Sponsors: Council Members Kinnear and Bingle)
Rick Giddings
- ORD C36269** **General Fund**
1) Decrease the appropriation for a Principal Planner position in the Planning Services department by \$50,000.
2) Decrease the appropriation for Assistant Planner II positions in the Planning Services department by \$95,000.

3) Decrease the appropriation for an Assistant Planner I position in the Planning Services department by \$25,000.

4) Increase the appropriation for contractual services by \$170,000.

(A) There is no change to the overall appropriation level in the General Fund.

(This action arises from Comprehensive Plan and development code changes resulting from the pilot zoning ordinance [C36232].) (Council Sponsors: Council Members Bingle and Zappone)

Spencer Gardner

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2022-0080 Joint City-County Resolution adopting the revised Felts Field Airport Layout Plan and delegating authority to the Spokane Airport Board to approve and adopt future pen and ink changes to the Airport Layout Plans. (Council Sponsors: Council President Beggs and Council Members Bingle and Wilkerson)

Larry Krauter

ORD C36262 Amending the Spokane Fair Elections Code to reduce redundancies and duplication with state law; amending sections 01.07.005, 01.07.030, and 01.07.070; and repealing sections 01.07.080 and 01.07.100 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Wilkerson)

Council Member Zappone

FIRST READING ORDINANCES

ORD C36255 Relating to the East Sprague Parking and Business Improvement Area regarding changing certain assessment rates, amending Spokane Municipal Code (SMC) Section 04.31C.040. (Council Sponsors: Council Members Bingle and Cathcart)

Amanda Beck

ORD C36270 Of the City of Spokane, Washington, suspending the acceptance of annual applications for amendments to the City's Comprehensive Plan until completion of the City's Comprehensive Plan Update for Shaping Spokane Housing, and deferring and suspending the processing of applications which cannot be completed before December 31, 2022. (Council Sponsors: Council President Beggs and Council Member Kinneary)

Kevin Freibott

- ORD C36271 Relating to the permitted use of forfeiture funds; amending sections 8.19.030 and .040 of the Spokane Municipal Code. (Council Sponsors: Council President Beggs and Council Member Wilkerson)
Council President Beggs
- ORD C36272 Relating to the Protection of Public Lands and Properties; and amending sections 12.02.1002, 12.02.1010, 12.02.1012 and 12.02.1014 of Article VI of Title 12.02 of the Spokane Municipal Code. (Council Sponsors: Council President Beggs and Council Member Kinnear)
Council President Beggs

FURTHER ACTION DEFERRED

SPECIAL CONSIDERATIONS

- S1. Letter to Washington State Department of Commerce Approve OPR 2022-0636
Director Lisa Brown requesting continued conversation
on Right-of-Way funding opportunities. (Council
Sponsors: Council Members Cathcart and Bingle).
Council Member Cathcart

HEARINGS

- | | | <u>RECOMMENDATION</u> |
|-----|--|--|
| H1. | Hearing on Interim Zoning Ordinance C36232, passed by City Council on July 18, 2022, concerning permitting and encouraging construction of attached homes, duplexes, triplexes, and fourplexes in more residential zoning districts; encouraging construction of multi-family housing in center and corridor zoning districts; adopting a new Chapter 17C.400 SMC, Interim Housing Regulations Adopted to Implement RCW 36.70A.600(1). (Council Sponsors: Council Members Cathcart and Wilkerson). Spencer Gardner | Adopt Findings of Fact ORD C36232 |

Motion to Approve Advance Agenda for September 12, 2022
(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 by 6:00 p.m. A sign-up form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Those wishing to comment virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for virtual participation are provided on the form when you sign up. 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 September 12, 2022, Regular Legislative Session of the City Council is adjourned to September 19, 2022.

NOTES



Agenda Sheet for City Council Meeting of:
09/12/2022

| | |
|------------------------------|---------------|
| <u>Date Rec'd</u> | 8/24/2022 |
| <u>Clerk's File #</u> | CPR 1981-0295 |
| <u>Renews #</u> | |
| <u>Cross Ref #</u> | |
| <u>Project #</u> | |
| <u>Bid #</u> | |
| <u>Requisition #</u> | |

| | |
|----------------------------------|--|
| <u>Submitting Dept</u> | MAYOR |
| <u>Contact Name/Phone</u> | TESSA DELBRIDGE 625-6716 |
| <u>Contact E-Mail</u> | TDELBRIDGE@SPOKANECITY.ORG |
| <u>Agenda Item Type</u> | Boards and Commissions Appointments |
| <u>Agenda Item Name</u> | 0520 APPOINTMENT TO PLAN COMMISSION |

Agenda Wording

Appoint Christopher Britt to a four-year term on the Plan Commission to serve from 9/13/2022 to 12/31/2026

Summary (Background)

Appoint Christopher Britt to a four-year term on the Plan Commission to serve from 9/13/2022 to 12/31/2026

| | | |
|------------------------------------|------------------------------|-------------------------------------|
| Lease? NO | Grant related? NO | Public Works? NO |
| <u>Fiscal Impact</u> | <u>Budget Account</u> | |
| Select \$ | # | |
| Select \$ | # | |
| Select \$ | # | |
| Select \$ | # | |
| <u>Approvals</u> | | <u>Council Notifications</u> |
| <u>Dept Head</u> | KIRK, JESSICA | <u>Study Session\Other</u> |
| <u>Division Director</u> | | <u>Council Sponsor</u> |
| <u>Finance</u> | | <u>Distribution List</u> |
| <u>Legal</u> | | tdelbridge@spokanecity.org |
| <u>For the Mayor</u> | PERKINS, JOHNNIE | jkirk@spokanecity.org |
| <u>Additional Approvals</u> | | jchurchill@spokanecity.org |
| <u>Purchasing</u> | | |
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Agenda Sheet for City Council Meeting of:
09/12/2022

| | |
|------------------------------|---------------|
| <u>Date Rec'd</u> | 8/22/2022 |
| <u>Clerk's File #</u> | CPR 1981-0271 |
| <u>Renews #</u> | |
| <u>Cross Ref #</u> | |
| <u>Project #</u> | |
| <u>Bid #</u> | |
| <u>Requisition #</u> | |

| | |
|----------------------------------|--|
| <u>Submitting Dept</u> | MAYOR |
| <u>Contact Name/Phone</u> | TESSA DELBRIDGE 625-6716 |
| <u>Contact E-Mail</u> | TDELBRIDGE@SPOKANECITY.ORG |
| <u>Agenda Item Type</u> | Boards and Commissions Appointments |
| <u>Agenda Item Name</u> | 0520 REAPPOINTMENT TO CIVIL SERVICE COMMISSION |

Agenda Wording

Reappoint Craig Hult to a four-year term on the Civil Service Commission to serve from 1/1/2023 to 12/31/2026

Summary (Background)

Reappoint Craig Hult to a four-year term on the Civil Service Commission to serve from 1/1/2023 to 12/31/2026

| | | |
|------------------------------------|------------------------------|-------------------------------------|
| Lease? NO | Grant related? NO | Public Works? NO |
| <u>Fiscal Impact</u> | <u>Budget Account</u> | |
| Select \$ | # | |
| Select \$ | # | |
| Select \$ | # | |
| Select \$ | # | |
| <u>Approvals</u> | | <u>Council Notifications</u> |
| <u>Dept Head</u> | KIRK, JESSICA | <u>Study Session\Other</u> |
| <u>Division Director</u> | | <u>Council Sponsor</u> |
| <u>Finance</u> | | <u>Distribution List</u> |
| <u>Legal</u> | | jkirk@spokanecity.org |
| <u>For the Mayor</u> | ORMSBY, MICHAEL | jchurchill@spokanecity.org |
| <u>Additional Approvals</u> | | |
| <u>Purchasing</u> | | |
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Agenda Sheet for City Council Meeting of:
09/12/2022

| | |
|-----------------------|---------------|
| Date Rec'd | 8/24/2022 |
| Clerk's File # | CPR 2015-0034 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|--|
| Submitting Dept | MAYOR |
| Contact Name/Phone | TESSA DELBRIDGE 625-6716 |
| Contact E-Mail | TDELBRIDGE@SPOKANECITY.ORG |
| Agenda Item Type | Boards and Commissions Appointments |
| Agenda Item Name | 0520 REAPPOINTMENT TO OPO COMMISSION |

Agenda Wording

Reappoint Ladd Smith to a three-year term on the Police Ombudsman Commission to serve from 9/17/2022 to 9/16/2025

Summary (Background)

Reappoint Ladd Smith to a three-year term on the Police Ombudsman Commission to serve from 9/17/2022 to 9/16/2025

| | | |
|-----------------------------|-----------------------|------------------------------|
| Lease? NO | Grant related? NO | Public Works? NO |
| Fiscal Impact | Budget Account | |
| Select \$ | # | |
| Select \$ | # | |
| Select \$ | # | |
| Select \$ | # | |
| Approvals | | Council Notifications |
| Dept Head | KIRK, JESSICA | Study Session\Other |
| Division Director | | Council Sponsor |
| Finance | | Distribution List |
| Legal | | tdelbridge@spokanecity.org |
| For the Mayor | PERKINS, JOHNNIE | jkirk@spokanecity.org |
| Additional Approvals | | ccoty@spokanecity.org |
| Purchasing | | |
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Agenda Sheet for City Council Meeting of:
09/12/2022

| | |
|-----------------------|---------------|
| Date Rec'd | 8/26/2022 |
| Clerk's File # | OPR 2021-0163 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | 5377-21 |
| Requisition # | VB 301227 |

| | |
|---------------------------|---|
| Submitting Dept | WATER & HYDROELECTRIC SERVICES |
| Contact Name/Phone | TONYA REISS 625-7851 |
| Contact E-Mail | TREISS@SPOKANECITY.ORG |
| Agenda Item Type | Purchase w/o Contract |
| Agenda Item Name | 4100 CURB & VALVE BOXES - VALUE BLANKET RENEWAL |

Agenda Wording

Value blanket renewal with HR Fowler Company (Spokane Valley, WA) for as-needed purchases of curb and valve boxes. Annual spend estimated at \$225,000 including tax; total spend shall be based on the unit prices accepted and volume purchased.

Summary (Background)

Water & Hydroelectric Services requires these products for maintenance of and new installations to the City's existing water service system. This renewal will be valid for a final four (4) year term with no renewal options remaining.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

| | | | |
|---------|---------------|------------------------------|--------------------------------|
| Expense | \$ 225,000.00 | <u>Budget Account</u> | # 4100-42440-94340-56595-99999 |
| Select | \$ | | # |
| Select | \$ | | # |
| Select | \$ | | # |

Approvals

| | |
|---------------------------------|-------------------------|
| <u>Dept Head</u> | SEARL, LOREN |
| <u>Division Director</u> | FEIST, MARLENE |
| <u>Finance</u> | ALBIN-MOORE, ANGELA |
| <u>Legal</u> | HARRINGTON, MARGARET |
| <u>For the Mayor</u> | ORMSBY, MICHAEL |

Council Notifications

| | |
|-----------------------------------|-----------------|
| <u>Study Session\Other</u> | PSCH 08/29/2022 |
| <u>Council Sponsor</u> | CM CATHCART |

Distribution List

sjohnson@spokanecity.org

Additional Approvals

| | |
|--------------------------|--------------|
| <u>Purchasing</u> | PRINCE, THEA |
|--------------------------|--------------|

Committee Agenda Sheet

Public Safety & Community Health Committee

| | |
|--|---|
| Submitting Department | 4100 Water & Hydroelectric Services |
| Contact Name & Phone | Tonya Reiss, 509.625.7851 |
| Contact Email | treiss@spokanecity.org |
| Council Sponsor(s) | Councilmember Cathcart |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: N/A |
| Agenda Item Name | Curb & Valve Boxes Value Blanket |
| Summary (Background) | <p>The Water & Hydroelectric Services department requires these products for maintenance of and new installations to the City's existing water service system. All items are purchased on an as-needed basis, with no minimum obligation.</p> <p>This procurement saves taxpayer dollars by leveraging volume discounts.</p> <p>Renewal of existing value blanket with HD Fowler Company previously awarded by Council approval (OPR 2021-0163) in accordance with low quote to RFQ #5377-21. HD Fowler has proposed renewal at the pricing in the chart below; staff recommend acceptance of this pricing given impacts to inflation and market rates.</p> <p>This renewal will be valid for a final four (4) year term with no renewal options remaining. Annual spend is estimated at \$225,000 including sales tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.</p> |
| Proposed Council Action & Date: | Consent Approval, 9/12/2022 |
| Fiscal Impact: Total Cost: <u>Estimated \$225,000.00 annually; actual expenditure dependent on as-needed usage</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: None | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? None | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Expenses will be processed through the value blanket in the City's FMS system to track usage and support annual volume discount negotiations. Should usage drop off, the City retains the right to cancel the value blanket agreement as appropriate.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This procurement complies with City Purchasing policies and supports responsible expenditure of taxpayer dollars.

| City Part Number | Description | 2022 Unit Price | Proposed 2023 Price | Proposed Increase |
|------------------|--|-----------------|---------------------|-------------------|
| B3310 | Repair Lid, Curb Box - Inside, Sidewalk - Trumbull T-373 | \$ 10.35 | \$ 18.90 | 83% |
| B3311 | Repair Lid, Curb Box - Outside, Regular - Trumbull T-374 | \$ 10.35 | \$ 18.90 | 83% |
| B3313 | Curb Box Top Section w/Lid - Olympic | \$ 24.20 | \$ 48.58 | 101% |
| NON-INV | Curb Box Bottom Section 39" - Olympic | \$ 11.30 | \$ 47.86 | 324% |
| B3314-09 | Curb Box Extension 9" - Olympic | \$ 9.50 | \$ 17.90 | 88% |
| B3315-16 | Curb Box Extension 16" - Olympic | \$ 12.00 | \$ 33.80 | 182% |
| B3316-28 | Curb Box Extension 28" - Olympic | \$ 19.00 | \$ 41.64 | 119% |
| B3319 | Curb Box Complete, 95E - Olympic | \$ 35.49 | \$ 93.40 | 163% |
| B3322 | Valve Box Top Section w/Lid, 930 10" - Olympic | \$ 31.25 | \$ 69.10 | 121% |
| B3323 | Valve Box Top Section w/Lid, 930 15" - Olympic | \$ 37.10 | \$ 87.80 | 137% |
| B3327-36 | Valve Box Bottom, 930 36" - Olympic | \$ 38.40 | \$ 79.64 | 107% |



Agenda Sheet for City Council Meeting of: 09/12/2022

| | |
|-----------------------|---------------|
| Date Rec'd | 8/23/2022 |
| Clerk's File # | OPR 2019-0682 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | ITB 5078-19 |
| Requisition # | VB |

| | |
|---------------------------|--|
| Submitting Dept | SOLID WASTE DISPOSAL |
| Contact Name/Phone | DAVID PAINE 625-6878 |
| Contact E-Mail | DPAINE@SPOKANECITY.ORG |
| Agenda Item Type | Purchase w/o Contract |
| Agenda Item Name | 4490 VALUE BLANKET FOR LUBRICATION PRODUCTS AT THE WTE |

Agenda Wording

Value blanket renewal 1 of 2 with Eljay Oil Co. Inc. (Spokane Valley, WA) for the purchase of Chevron lubrication products and misc. associated items as-needed from Oct. 1, 2022 through Sep. 30, 2023 with an annual cost not to exceed \$55,000.00.

Summary (Background)

The WTE Facility uses specific and unique lube products on its various equipment. On Jul. 15, 2019, bidding closed on ITB 5078-19 for these products and Eljay Oil was the low-cost bidder. The value blanket award was for three (3) years with the option of two (2) additional one-year renewals. This will be the first of those renewals from Oct. 1, 2022 through Sep. 30, 2023 with a cost not to exceed \$55,000.00.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

| | | | |
|---------|--------------|-----------------------|--------------------------|
| Expense | \$ 55,000.00 | Budget Account | # 4490-44100-37148-53302 |
| Select | \$ | | # |
| Select | \$ | | # |
| Select | \$ | | # |

Approvals

| | |
|--------------------------|-------------------------|
| Dept Head | AVERYT, CHRIS |
| Division Director | FEIST, MARLENE |
| Finance | ALBIN-MOORE, ANGELA |
| Legal | HARRINGTON, MARGARET |
| For the Mayor | PERKINS, JOHNNIE |

Council Notifications

| | |
|----------------------------|--------------|
| Study Session\Other | PIES 8/22/22 |
| Council Sponsor | CM Kinnear |

Distribution List

| |
|----------------------------|
| mdorgan@spokanecity.org |
| jsalstrom@spokanecity.org |
| tprince@spokanecity.org |
| rrrinderle@spokanecity.org |

Additional Approvals

| | |
|-------------------|--------------|
| Purchasing | PRINCE, THEA |
|-------------------|--------------|

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

| | |
|---|--|
| Submitting Department | Solid Waste Disposal |
| Contact Name & Phone | David Paine, 625-6878 |
| Contact Email | dpaine@spokanecity.org |
| Council Sponsor(s) | CM Lori Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Value blanket renewal for lubrication products at the WTE |
| Summary (Background) | <p>The WTE Facility uses specific and unique lube products on its various equipment. On July 15, 2019, bids for ITB 5078-19 were received for these Lube Products and Miscellaneous Associated items and Eljay Oil was determined to be the lowest cost bidder.</p> <p>The initial value blanket for this was for three (3) years with the option of two (2) additional one-year renewals and spanned from October 1, 2019, through September 30, 2022, with an annual cost of \$55,000.00. (\$165,000.00 for the three (3) year term.)</p> <p>This will be the first of the two one-year renewals and will span from October 1, 2022, through September 30, 2023, with an estimated cost not to exceed \$55,000.00.</p> |
| Proposed Council Action & Date: | Consent to proceed with renewal on 8/22/22. |
| Fiscal Impact: Total Cost: <u>\$55,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2022/2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The WTE is an integral part of the regional waste disposal system in support of the CP and SAP. The products used to maintain the equipment at the Facility can be very specific with limited applicants. This contract is to address some of those unique and specific lubricants.



Agenda Sheet for City Council Meeting of:
09/12/2022

| | |
|-----------------------|---------------|
| Date Rec'd | 8/23/2022 |
| Clerk's File # | OPR 2019-0683 |
| Renews # | |

| | | | |
|---------------------------|--|----------------------|-------------|
| Submitting Dept | SOLID WASTE DISPOSAL | Cross Ref # | |
| Contact Name/Phone | DAVID PAINE 625-6878 | Project # | |
| Contact E-Mail | DPAINE@SPOKANECITY.ORG | Bid # | ITB 5076-19 |
| Agenda Item Type | Purchase w/o Contract | Requisition # | VB |
| Agenda Item Name | 4490 VALUE BLANKET RENEWAL FOR THE PURCHASE OF DIESEL AT THE WTE | | |

Agenda Wording

Value blanket renewal 1 of 2 with Eljay Oil Co. Inc. (Spokane Valley, WA), for the purchase of Ultra Low Sulfur #2 Dyed Diesel and Supporting Equipment from Oct. 1, 2022 - Sep. 30, 2023 with an annual cost not to exceed \$150,000.00 incl. taxes

Summary (Background)

Ultra-low sulfur #2 dyed diesel is required for the operation of the WTE Facility. Based on their response to ITB 5076-19 for the purchase of this diesel, Eljay Oil was awarded a value blanket for three (3) years from Oct. 1, 2019 - Sep. 30, 2022, with the option of two additional one-year renewals. This will be the first of those renewals from Oct. 1, 2022 - Sep. 30, 2023 with an estimated cost not to exceed \$150,000.00 incl. taxes.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

| | | | |
|---------|---------------|------------------------------|--------------------------|
| Expense | \$ 150,000.00 | <u>Budget Account</u> | # 4490-44100-37148-53303 |
| Select | \$ | | # |
| Select | \$ | | # |
| Select | \$ | | # |

Approvals

| | |
|---------------------------------|-------------------------|
| <u>Dept Head</u> | AVERYT, CHRIS |
| <u>Division Director</u> | FEIST, MARLENE |
| <u>Finance</u> | ALBIN-MOORE, ANGELA |
| <u>Legal</u> | HARRINGTON, MARGARET |
| <u>For the Mayor</u> | PERKINS, JOHNNIE |

Council Notifications

| | |
|-----------------------------------|--------------|
| <u>Study Session\Other</u> | PIES 8/22/22 |
| <u>Council Sponsor</u> | CM Kinnear |

Distribution List

| |
|---------------------------|
| mdorgan@spokanecity.org |
| jsalstrom@spokanecity.org |

Additional Approvals

| | | |
|--------------------------|--------------|---------------------------|
| <u>Purchasing</u> | PRINCE, THEA | rrinderle@spokanecity.org |
|--------------------------|--------------|---------------------------|

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Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

| | |
|---|--|
| Submitting Department | Solid Waste Disposal |
| Contact Name & Phone | David Paine, 625-6878 |
| Contact Email | dpaine@spokanecity.org |
| Council Sponsor(s) | CM Lori Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Value blanket renewal for ultra-low sulfur #2 dyed diesel and supporting equipment. |
| Summary (Background) | <p>Ultra-Low Sulfur #2 Dyed Diesel is required for the operation of the WTE Facility. During each scheduled maintenance outage, a vendor provides a 500-gallon double-lined tank and an electric pump and refuels the 500-gallon double-line tank and a 250-gallon air compressor. The vendor must be able to meet outage refueling/top off schedules that could be every 8 hours around the clock, twice a day, or even once a day. On July 31, 2019, bids for ITB 5076-19 were received for the purchase of this diesel and supporting equipment and Eljay Oil Co. Inc., was determined to be the lowest cost bidder.</p> <p>The current value blanket term is for three (3) years from October 1, 2019, thru September 30, 2022, with the option of two additional one-year renewals. The estimated annual spend was \$50,000.00 (\$150,000.00 for the three (3) year term). Due to the escalating price of diesel over the last two years, an additional \$60,000.00 was added to the value blanket at the end of 2021 and an additional \$100,000.00 was added in 2022.</p> <p>This will be the first of the two one-year renewals and will span from Oct. 1, 2022, through Sep. 30, 2023, with an estimated cost not to exceed \$150,000.00.</p> |
| Proposed Council Action & Date: | Consent to proceed with renewal on 8/22/22. |
| Fiscal Impact: Total Cost: <u>\$150,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2022 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? N/A | |

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Each year the WTE evaluates the use of auxiliary equipment to support its operation. This contract at the present time represents the best solution available to support its efforts. Fuel is required 24/7 during the scheduled maintenance outages as defined above as well as 7 days per week during the remainder of the year.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This proposal maximizes the use of our fuel providers at the lowest possible cost.



Agenda Sheet for City Council Meeting of:
09/12/2022

| | |
|-----------------------|---------------|
| Date Rec'd | 8/23/2022 |
| Clerk's File # | OPR 2022-0613 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | SBO |

| | |
|---------------------------|------------------------------------|
| Submitting Dept | FLEET SERVICES |
| Contact Name/Phone | RICHARD GIDDINGS 625-7706 |
| Contact E-Mail | RGIDDINGS@SPOKANECITY.ORG |
| Agenda Item Type | Purchase w/o Contract |
| Agenda Item Name | 5100-PURCHASE OF 4 F150 LIGHTNINGS |

Agenda Wording

Fleet Services would like to purchase four Ford F150 Lightnings for the Engineering Department.

Summary (Background)

These units will be purchased using WA State Contract #05916, from Bud Clary Ford in Longview, WA. Total estimated expenditure is \$200,000, including taxes.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

| | | | |
|---------|---------------|------------------------------|---------------------------|
| Expense | \$ 198,020.78 | <u>Budget Account</u> | # 99999-99999-99999-99999 |
| Select | \$ | | # |
| Select | \$ | | # |
| Select | \$ | | # |

Approvals

| | |
|---------------------------------|-------------------------|
| <u>Dept Head</u> | GIDDINGS, RICHARD |
| <u>Division Director</u> | WALLACE, TONYA |
| <u>Finance</u> | ORLOB, KIMBERLY |
| <u>Legal</u> | HARRINGTON, MARGARET |
| <u>For the Mayor</u> | PERKINS, JOHNNIE |

Council Notifications

| | |
|-----------------------------------|--------------|
| <u>Study Session\Other</u> | 8/22 PIES |
| <u>Council Sponsor</u> | Lori Kinnear |

Distribution List

mmartinez

Additional Approvals

Purchasing

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Committee Agenda Sheet

Public Infrastructure Environmental and Sustainability Committee

August 22, 2022

| | |
|--|---|
| Submitting Department | Fleet Services |
| Contact Name & Phone | Richard Giddings 509-625-7706 |
| Contact Email | rgiddings@spokanecity.org |
| Council Sponsor(s) | Lori Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Purchase of 4 Ford F150 Lightnings |
| Summary (Background) | Fleet Services would like to purchase four Ford F150 Lightnings for the Engineering Department. These will be purchased using WA State Contract #05916, from Bud Clary Ford in Longview, WA. Total estimated expenditure is \$240,000, including taxes. |
| Proposed Council Action & Date: | September 12, 2022, Approved |
| Fiscal Impact: Total Cost: <u>Estimated at \$240,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Engineering Department Budget Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? We are experiencing a very volatile vehicle market at the moment and are continuously evaluating vehicles from all over to ensure we are getting fair prices for leases and purchases. | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A | |



Agenda Sheet for City Council Meeting of:
09/12/2022

| | |
|-----------------------|---------------|
| Date Rec'd | 8/23/2022 |
| Clerk's File # | OPR 2022-0614 |
| Renews # | |

| | | | |
|---------------------------|---|----------------------|-----|
| Submitting Dept | FLEET SERVICES | Cross Ref # | |
| Contact Name/Phone | RICHARD GIDDINGS 625-7706 | Project # | |
| Contact E-Mail | RGIDDINGS@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Purchase w/o Contract | Requisition # | SBO |
| Agenda Item Name | 5100-PRE APPROVAL PURCHASE OF TRUCK AND TRAILER | | |

Agenda Wording

Fleet Services would like to purchase an F650 Crew Cab, or similar, and a 38foot enclosed trailer, or similar, for the Police Department. Total estimated expenditure is \$192,000.

Summary (Background)

We have seen across the board monthly price increases ranging from 5%-10% on units. We have also seen ordering banks closing 24 hours after being opened. Receiving pre approval on these purchases will allow us to purchase the units as the units become available and avoid some of these price increases from the time a quote is received.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 192,000

Select \$

Select \$

Select \$

Budget Account

1620-99138-94000-56404-99999

#

#

#

Approvals

Dept Head GIDDINGS, RICHARD

Division Director WALLACE, TONYA

Finance ORLOB, KIMBERLY

Legal HARRINGTON,
MARGARET

For the Mayor PERKINS, JOHNNIE

Council Notifications

Study Session\Other 8/22 PIES

Council Sponsor Lori Kinnear

Distribution List

mmartinez

Additional Approvals

Purchasing

Committee Agenda Sheet

Public Infrastructure Environmental and Sustainability Committee

August 22, 2022

| | |
|--|--|
| Submitting Department | Fleet Services |
| Contact Name & Phone | Richard Giddings 509-625-7706 |
| Contact Email | rgiddings@spokanecity.org |
| Council Sponsor(s) | Lori Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Pre Approval Purchase of Truck and Trailer |
| Summary (Background) | <p>Fleet Services would like to purchase an F650 Crew Cab, or similar, and a 38foot enclosed trailer, or similar for the Police Department. Total estimated expenditure is \$192,000.</p> <p>We have seen across the board monthly price increases ranging from 5%-10% on units. We have also seen ordering banks closing 24hours after being opened. Receiving pre approval on these purchases will allow us to purchase the units as the units become available and avoid some of these price increases from the time a quote is received.</p> |
| Proposed Council Action & Date: | September 12, 2022, Approved |
| Fiscal Impact: Total Cost: <u>Estimated at \$192,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Engineering Department Budget Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? We are experiencing a very volatile vehicle market at the moment and are continuously evaluating vehicles from all over to ensure we are getting fair prices for leases and purchases. | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A | |



Agenda Sheet for City Council Meeting of:
09/12/2022

| | |
|-----------------------|---------------|
| Date Rec'd | 8/23/2022 |
| Clerk's File # | OPR 2022-0615 |
| Renews # | |

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|---------------------------|--|----------------------|--|
| Submitting Dept | FLEET SERVICES | Cross Ref # | |
| Contact Name/Phone | ADAM RUSSELL 232-8843 | Project # | |
| Contact E-Mail | ATRUSSELL@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Purchase w/o Contract | Requisition # | |
| Agenda Item Name | 5100-VB FOR THE PURCHASE OF AUTOMOTIVE FILTERS | | |

Agenda Wording

Fleet Services would like to set up a Value Blanket with Napa using WA State Contract #12621, for the purchase of as needed automotive filters. Contract term to be 7/1/2022 through 10/19/2024.

Summary (Background)

Total estimated expenditure for this VB will be \$150,000 per year. This VB will allow Fleet to continue maintaining and repairing City Vehicles, as needed.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

| | | | |
|---------|------------|------------------------------|--------------------------------|
| Expense | \$ 150,000 | <u>Budget Account</u> | # 5100-71700-48348-53211-55660 |
| Select | \$ | | # |
| Select | \$ | | # |
| Select | \$ | | # |

Approvals

| | |
|---------------------------------|-------------------------|
| <u>Dept Head</u> | GIDDINGS, RICHARD |
| <u>Division Director</u> | WALLACE, TONYA |
| <u>Finance</u> | ORLOB, KIMBERLY |
| <u>Legal</u> | HARRINGTON, MARGARET |
| <u>For the Mayor</u> | PERKINS, JOHNNIE |

Council Notifications

| | |
|-----------------------------------|--------------|
| <u>Study Session\Other</u> | 8/22 PIES |
| <u>Council Sponsor</u> | Lori Kinnear |

Distribution List

mmartinez

Additional Approvals

Purchasing

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Committee Agenda Sheet

Public Infrastructure Environmental and Sustainability Committee

August 22, 2022

| | |
|--|---|
| Submitting Department | FLEET SERVICES |
| Contact Name & Phone | ADAM RUSSELL, 509-232-8843 |
| Contact Email | ATRUSSELL@SPOKANECITY.ORG |
| Council Sponsor(s) | Lori Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | VB FOR THE PURCHASE OF AUTOMOTIVE FILTERS |
| Summary (Background) | Fleet Services would like to set up a Value Blanket with Napa using WA State Contract #12621, for the purchase of as needed automotive filters. Contract term to be 7/1/2022 through 10/19/2024. Total estimated expenditure for this VB will be \$150,000 per year. This VB will allow Fleet to continue maintaining and repairing City Vehicles, as needed. |
| Proposed Council Action & Date: | Council Action, Approved. September 12, 2022 |
| Fiscal Impact: Total Cost: <u>\$150,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: General Fund Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? We will continue to analyze the cost of parts compared to industry standard. | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A | |



Agenda Sheet for City Council Meeting of:
09/12/2022

| | |
|-----------------------|---------------|
| Date Rec'd | 8/23/2022 |
| Clerk's File # | OPR 2022-0616 |
| Renews # | |

| | | | |
|---------------------------|---|----------------------|--|
| Submitting Dept | FLEET SERVICES | Cross Ref # | |
| Contact Name/Phone | ADAM RUSSELL 232-8843 | Project # | |
| Contact E-Mail | ATRUSSELL@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Purchase w/o Contract | Requisition # | |
| Agenda Item Name | 5100-VB FOR PURCHASE OF MISC AUTOMOTIVE PARTS | | |

Agenda Wording

Fleet Services would like to set up a Value Blanket with Napa using WA State Contract #12621, for the purchase of as needed miscellaneous automotive parts.

Summary (Background)

Contract term to be 7/1/2022 through 10/19/2024. Total estimated expenditure for this VB will be \$300,000 per year. This VB will allow Fleet to continue maintaining and repairing City Vehicles, as needed.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 300,000

Select \$

Select \$

Select \$

Budget Account

5100-71700-48348-53211-55660

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Approvals

Dept Head GIDDINGS, RICHARD

Division Director WALLACE, TONYA

Finance ORLOB, KIMBERLY

Legal HARRINGTON,
MARGARET

For the Mayor PERKINS, JOHNNIE

Council Notifications

Study Session\Other 8/22 PIES

Council Sponsor Lori Kinnear

Distribution List

MMARTINEZ

Additional Approvals

Purchasing

Committee Agenda Sheet

Public Infrastructure Environmental and Sustainability Committee

August 22, 2022

| | |
|--|---|
| Submitting Department | FLEET SERVICES |
| Contact Name & Phone | ADAM RUSSELL, 509-232-8843 |
| Contact Email | ATRUSSELL@SPOKANECITY.ORG |
| Council Sponsor(s) | Lori Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | VB FOR THE PURCHASE OF MISC AUTOMOTIVE PARTS |
| Summary (Background) | Fleet Services would like to set up a Value Blanket with Napa using WA State Contract #12621, for the purchase of as needed miscellaneous automotive parts. Contract term to be 7/1/2022 through 10/19/2024. Total estimated expenditure for this VB will be \$300,000 per year. This VB will allow Fleet to continue maintaining and repairing City Vehicles, as needed. |
| Proposed Council Action & Date: | Council Action, Approved. September 12, 2022 |
| Fiscal Impact: Total Cost: <u>\$300,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: General Fund Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? We will continue to analyze the cost of parts compared to industry standard. | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A | |



Agenda Sheet for City Council Meeting of:
09/12/2022

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|-----------------------|---------------|
| Date Rec'd | 8/23/2022 |
| Clerk's File # | OPR 2021-0572 |
| Renews # | |

| | | | |
|---------------------------|--|----------------------|--|
| Submitting Dept | FLEET SERVICES | Cross Ref # | |
| Contact Name/Phone | ADAM RUSSELL 232-8843 | Project # | |
| Contact E-Mail | ATRUSSELL@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Purchase w/o Contract | Requisition # | |
| Agenda Item Name | 5100-VB FOR THE PURCHASE OF AUTOMOTIVE BATTERIES | | |

Agenda Wording

Fleet Services would like to renew the VB for the purchase of Automotive Batteries, VB301085, with Battery Systems.

Summary (Background)

VB term to be 9/20/2022 through 9/19/2024. Total yearly estimated expenditure for this VB will be \$100,000 per year. This VB will allow Fleet Services to purchase Automotive Batteries as needed to keep the Fleet operational.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 100,000

Select \$

Select \$

Select \$

Budget Account

5100-71700-48348-53211-55660

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Approvals

Dept Head GIDDINGS, RICHARD

Division Director WALLACE, TONYA

Finance ORLOB, KIMBERLY

Legal HARRINGTON,
MARGARET

For the Mayor PERKINS, JOHNNIE

Council Notifications

Study Session\Other 8/22 PIES

Council Sponsor Lori Kinnear

Distribution List

mmartinez

Additional Approvals

Purchasing

Committee Agenda Sheet

Public Infrastructure Environmental and Sustainability Committee

August 22, 2022

| | |
|--|---|
| Submitting Department | FLEET SERVICES |
| Contact Name & Phone | ADAM RUSSELL, 509-232-8843 |
| Contact Email | ATRUSSELL@SPOKANECITY.ORG |
| Council Sponsor(s) | Lori Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | VB FOR THE PURCHASE OF AUTOMOTIVE BATTERIES |
| Summary (Background) | Fleet Services would like to renew the VB for the purchase of Automotive Batteries, VB301085, with Battery Systems. VB term to be 9/20/2022 through 9/19/2024. Total yearly estimated expenditure for this VB will be \$100,000 per year. |
| Proposed Council Action & Date: | Council Action, Approved. September 12, 2022 |
| Fiscal Impact: Total Cost: <u>\$100,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: General Fund Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? We will continue to analyze the cost of parts compared to industry standard. | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A | |



Agenda Sheet for City Council Meeting of:
09/12/2022

| | |
|------------------------------|---------------|
| <u>Date Rec'd</u> | 8/23/2022 |
| <u>Clerk's File #</u> | OPR 2020-0691 |
| <u>Renews #</u> | |

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|----------------------------------|---|-----------------------------|--|
| <u>Submitting Dept</u> | FLEET SERVICES | <u>Cross Ref #</u> | |
| <u>Contact Name/Phone</u> | ADAM RUSSELL 232-8843 | <u>Project #</u> | |
| <u>Contact E-Mail</u> | ATRUSSELL@SPOKANECITY.ORG | <u>Bid #</u> | |
| <u>Agenda Item Type</u> | Purchase w/o Contract | <u>Requisition #</u> | |
| <u>Agenda Item Name</u> | 5100-VB FOR THE PURCHASE OF TIRE CHAINS | | |

Agenda Wording

Fleet Services would like to renew the VB for the purchase of Tire Chains, VB301181, with PEWAG. VB term to be 9/23/2022 through 9/22/2025. Total yearly estimated expenditure for this VB will be \$80,000 per year.

Summary (Background)

The purchase of tires chains using this VB will allow Fleet Services to properly equip the Fleet for weather conditions.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

| | | | |
|---------|------------|------------------------------|--------------------------------|
| Expense | \$ 240,000 | <u>Budget Account</u> | # 5100-71700-48348-53211-55660 |
| Select | \$ | | # |
| Select | \$ | | # |
| Select | \$ | | # |

Approvals

| | |
|---------------------------------|-------------------------|
| <u>Dept Head</u> | GIDDINGS, RICHARD |
| <u>Division Director</u> | WALLACE, TONYA |
| <u>Finance</u> | ORLOB, KIMBERLY |
| <u>Legal</u> | HARRINGTON, MARGARET |
| <u>For the Mayor</u> | PERKINS, JOHNNIE |

Council Notifications

| | |
|-----------------------------------|--------------|
| <u>Study Session\Other</u> | 8/22 PIES |
| <u>Council Sponsor</u> | Lori Kinnear |

Distribution List

Additional Approvals

Purchasing

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Committee Agenda Sheet

Public Infrastructure Environmental and Sustainability Committee

August 22, 2022

| | |
|---|---|
| Submitting Department | FLEET SERVICES |
| Contact Name & Phone | ADAM RUSSELL, 509-232-8843 |
| Contact Email | ATRUSSELL@SPOKANECITY.ORG |
| Council Sponsor(s) | Lori Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | VB FOR THE PURCHASE OF TIRE CHAINS |
| Summary (Background) | Fleet Services would like to renew the VB for the purchase of Tire Chains, VB301181, with PEWAG. VB term to be 9/23/2022 through 9/22/2025. Total yearly estimated expenditure for this VB will be \$80,000 per year. |
| Proposed Council Action & Date: | Council Action, Approved. September 12, 2022 |
| Fiscal Impact: Total Cost: <u>\$80,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: General Fund Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? We will continue to analyze the cost of parts compared to industry standard. | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A | |



Agenda Sheet for City Council Meeting of:
09/12/2022

| | |
|-----------------------|---------------|
| Date Rec'd | 8/22/2022 |
| Clerk's File # | OPR 2022-0617 |
| Renews # | |

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|---------------------------|--|----------------------|-------------|
| Submitting Dept | STREETS | Cross Ref # | |
| Contact Name/Phone | CLINT HARRIS 625-7744 | Project # | |
| Contact E-Mail | CEHARRIS@SPOKANECITY.ORG | Bid # | ITB#5693-22 |
| Agenda Item Type | Contract Item | Requisition # | VB |
| Agenda Item Name | 1100 - WESTERN SYSTEMS SIGNAL CONTROL CABINETS VALUE BLANKET | | |

Agenda Wording

The Street department is seeking approval to establish a value blanket with Western Systems Inc for the purchase of traffic signal control cabinets at a cost not to exceed \$542,000.00

Summary (Background)

This value blanket will provide a streamlined means of ordering traffic signal cabinets for street projects and/or maintenance replacements. This will cover both Federally funded and non-Federally funded projects.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 542,000.00

Select \$

Select \$

Select \$

Budget Account

Various

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Approvals

Dept Head HARRIS, CLINT E.

Division Director FEIST, MARLENE

Finance ORLOB, KIMBERLY

Legal HARRINGTON,
MARGARET

For the Mayor PERKINS, JOHNNIE

Council Notifications

Study Session\Other PIES 8/22/22

Council Sponsor Kinnear

Distribution List

ceharris@spokanecity.org

jwthomas@spokanecity.org

gokihara@spokanecity.org

jklapp@spokanecity.org

tprince@spokanecity.org

tbrazington@spokanecity.org

rnims@westernsystems-inc.com

Bid Response Summary

Bid Number ITB 5693-22
Bid Title Traffic Signal Control Cabinets for Federal Aid Projects and Non-Federal Aid Projects
Due Date Monday, August 8, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Western Systems
Submitted By Robert Nims - Monday, August 8, 2022 8:23:27 AM [(UTC-08:00) Pacific Time (US & Canada)]
 rnims@westernsystems-inc.com 4254381133

Comments

Question Responses

| Group | Reference Number | Question | Response |
|-------------------------|------------------|--|--|
| BID SUBMISSION | | | |
| | #1. | Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted. | I acknowledge |
| | #2. | The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date. | I acknowledge |
| | #3 | Buy America - Acknowledge this requirement by initialing in the document titled "ITB #5693-22 Buy America" in the Documents Tab - Upload initialed document here. | ITB #5693-22 Buy America.pdf |
| CONTACT INFORMATION | | | |
| | #1 | Please provide Name, Telephone Number & e-mail address of person who is preparing the response to this Invitation to Bid. | Robert Nims Vice President, Design Builds 1122 Industry St, Bldg. B Everett, WA 98203 |
| TERMS AND CONDITIONS | | | |
| | #1 | Bidder accepts the Terms & Conditions of in accordance with the document so named in the 'Documents' tab. If bidder elects not to accept the Terms and Conditions as written and attached, the City may deem you non-responsive. | I acknowledge |
| PERCENTAGE OFF DISCOUNT | | | |
| | #1 | Percentage discount off retail price to be provided by vendor for additional Traffic Signal Control Cabinets not identified. | 28 |
| SALES TAX | | | |
| | | | |

| | | |
|--|--|---------------------------|
| #1. | The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax. | I acknowledge |
| PAYMENT TERMS | | |
| #1 | Supplier acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount. | I acknowledge |
| #2 | Supplier agrees to accept payment by Credit Card with no additional charges/fees | I do not acknowledge |
| DELIVERY - F.O.B. Delivery Point | | |
| #1 | City of Spokane Street Department - Signals & Lighting Section, 901 N Nelson Street, Spokane WA 99202 delivery | I acknowledge |
| #2 | We (I) will deliver complete _____ days after receipt of order: | 75-120 days after release |
| #3 | I understand that all FREIGHT CHARGES are the responsibility of the winning supplier. | I acknowledge |
| #4 | Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder | I acknowledge |
| CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT | | |
| | | |

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| #1 | <p>Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.</p> | I acknowledge |
| #2 | City of Spokane Business Registration Number | T1204727BUS |
| ADDITIONAL ITEMS | | |
| #1 | <p>The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.</p> | I acknowledge |
| PROPRIETARY INFORMATION/PUBLIC DISCLOSURE | | |
| #1 | <p>All materials submitted to the City in response to this competitive procurement shall become the property of the City.</p> | I Acknowledge |
| #2 | <p>All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.</p> | I Acknowledge |
| #3 | <p>When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.</p> | I Acknowledge |
| #4 | <p>The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.</p> | I Acknowledge |
| MINORITY BUSINESS ENTERPRISE | | |

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| #1 | Vendor (is____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women. | IS NOT |
| SMALL BUSINESS | | |
| #1 | Vendor (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration). | IS NOT |
| NON-COLLUSION | | |
| #1 | The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ | I certify |
| INTERLOCAL PURCHASE AGREEMENTS | | |
| #1 | The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute. | Yes |
| ACCEPTANCE PERIOD | | |
| #1 | Bids must provide sixty (60) days for acceptance by the City from the due date for receipt of Bids. | I acknowledge |
| CONTRACT PERIOD | | |
| #1 | The contract shall begin upon approval by City Council and terminate one year from the date on the Value Blanket Order. Renewals or extensions are applicable on termination date. | I acknowledge |
| RENEWAL | | |

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| #1 | Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The VB may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years. | I acknowledge |
| PRICING - FIRM PRICE | | |
| #1 | Pricing submitted on bid must be a firm price per unit and remain firm for first year of the original contract term. Upon renewal or the anniversary date the vendor can request price changes with adequate justification. | I acknowledge |
| PRICING DECREASES | | |
| #1 | During the contract period and any renewals thereof, price decreases at manufacturer's and wholesaler's levels shall be reflected in a contract price reduction to the Purchaser retroactive to the Vendor's effective date. | I acknowledge |
| DELIVERY DEFAULT | | |
| #1 | A. The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor. B. When items ordered are not delivered within the terms and time frame established by the contract, Purchaser may procure comparable units from another source and Vendor will be required to pay any differences in cost. | I acknowledge |
| PCB CERTIFICATION | | |
| #1 | In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels. | Yes |
| #2 | As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)? | Don't Know |
| #3 | If so were PCBs found at a measureable level? | Don't Know |
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| #4 | As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)? | Don't Know |
| #5 | If so attach the results or note from whom the results can be obtained. | |
| #6 | Do you have reason to believe the product contains measureable levels of PCBs? | No |
| #7 | Do you have reason to believe the product packaging contains measurable levels of PCBs? | No |
| GENERAL INSTRUCTIONS | | |
| #1 | The items to be furnished by the Bidder on this Quote must be of the latest possible design and production. | I acknowledge |
| #2 | Time is of the essence in the performance of this contract. | I acknowledge |
| #3 | Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product. | I acknowledge |
| #4 | The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City. | I acknowledge |
| #5 | The City reserves the right to accept or reject any part of or all Quotes and to accept the Quote deemed to be in the best interest of the City. | I acknowledge |
| #6 | The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City. | I acknowledge |
| #7 | Bidder should be aware that Quotes may be rejected if all questions are not completely and correctly answered. | I acknowledge |
| #8 | Safety Data Sheets (SDS) must be included with Bid Proposal forms if applicable. | I acknowledge |
| #8.1 | Upload Safety Data Sheets here if applicable | |
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| #9 | References are to be included with Bid Proposal forms. Bidder shall furnish names, addresses, telephone numbers, and email addresses of representatives of at least three companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two references which most nearly apply. References must be located in similar climates. | City of Spokane Byron Vasecka (509) 232-8814 bvasecka@spokanecity.org 901 N Nelson St Spokane, WA 99202-3769 Spokane County Tyler Nelson (509) 710-5045 tnelson@spokanecounty.org 1026 W Broadway Ave Spokane, WA 99260-0170 City of Spokane Valley Ryan Kipp (509) 720-5016 rkipp@spokanevalley.org 11707 E Sprague Ave, Suite 106 Spokane Valley, WA 99206 |
| SPECIAL INSTRUCTIONS - GENERAL | | |
| #1 | Any questions regarding this Invitation to Bid must be submitted through the "Clarifications" tab. | I acknowledge |
| #2 | Supplier or freight line must give 48 hours notice before delivery to Byron Vasecka (509) 232-8801 to arrange for unloading. | I acknowledge |
| #3 | The traffic signal control cabinets must be bid in accordance with the specifications following in the "Technical Specifications" section. | I acknowledge |
| #4 | If the product differs from the provisions contained herein, these differences must be explained in detail. | I acknowledge |
| #5 | Suppliers found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc. | I acknowledge |
| #6. | Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design. | I acknowledge |
| #7 | The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified. | I acknowledge |
| #8 | Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications. | I acknowledge |
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| #9 | Federal and State laws governing this product and its final certification must be satisfied. | I acknowledge |
| #10 | It shall be the Supplier's responsibility to conform to all Federal Standards for certification. | I acknowledge |
| #11 | Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of the purchase order. | I acknowledge |
| #12 | Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote. | Acknowledged: |
| TECHNICAL SPECIFICATIONS - TRAFFIC SIGNAL CONTROLLER CABINET GENERAL | | |
| A. | It is the intent of these specifications to describe Traffic Signal Control Cabinets for the City of Spokane Street Department - Signal & Lighting Section. The City of Spokane will determine if items bid meet minimum specifications and are acceptable based on evaluation of items bid and, if requested, samples or pictures. Failure to comply may be used as a basis for rejection of the bid. | I Acknowledge and I agree |
| 1. | All Traffic Signal Cabinets shall meet the general specifications as well as size specific specifications. | I Acknowledge and I agree |
| 1* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 2. | The cabinet shall be completely wired and tested to the most current NEMA TS2-2016 Type 2 Traffic Controller Assemblies Specification with NTCIP Requirements Version 02.06 (as amended here in). | I Acknowledge and I agree |
| 2* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 3. | Be UL listed | I Acknowledge and I agree |
| 3* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 4. | Supplied with a Siemens EPAC M62 ATC controller with Linux CPU, 8MB data key, and latest version of SEPAC software loaded. | I understand and I agree |
| 4* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 5. | Shall be fabricated from 5052-H32 0.125-inch thick aluminum. | I understand and I agree |
| 5* | If you indicated exceptions to the above specification - describe here the exceptions. | |
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| 6. | The cabinet shall be double-flanged where it meets the cabinet door. | I understand and I agree |
| 6* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 7. | The top of the cabinet shall be sloped 1" towards the rear to facilitate water runoff. And shall bend at a 90° angle at the front of the cabinet. Lesser slope angles are not allowed | I understand and I agree |
| 7* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 8. | The inside of the cabinet shall utilize C channel rails. (2) Welded on the back wall on 34" center and (4) welded on each side wall on 08" center with 04" between sets. C channel rails shall be 48" in length, start 5" from the bottom of the cabinet interior and run the entire usable height the cabinet side walls. Adjustable rails are not allowed. | I understand and I agree |
| 8* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 9. | The Cabinet shall be supplied with a natural mill finish inside and out, unless otherwise specified. | I understand and I agree |
| 9* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 10. | All external fasteners shall be stainless steel. Pop rivets shall not be allowed on any external surface. | I understand and I agree |
| 10* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 11. | The cabinet shall be supplied without a door handle. The door shall incorporate a 3/8" Allen head socket recessed in the cabinet door. The cabinet shall be supplied with (1) 3/8" removable Allen head wrench. | I understand and I agree |
| 11* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 12. | A closed-cell, neoprene gasket seal shall be bonded to all enclosure doors. A stiffener plate shall be welded across the width of the inside of the main door to prevent flexing. A main door bar stop shall be a two-position, three-point stop that accommodates open-angles at 90, 125, and 150 degrees. A louvered air entrance located at the bottom of the main door shall satisfy NEMA rod entry test requirements for 3R ventilated enclosures. Bearing rollers shall be applied to ends of door latches to discourage metal-on-metal surfaces from rubbing. Lock assembly shall be positioned so handle does not cause interference with key when opening the door. | I understand and I agree |
| 12* | If you indicated exceptions to the above specification - describe here the exceptions. | |

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| 13. | The police panel and police panel door shall be omitted. | I understand and I agree |
| 13* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 14. | The cabinet shall be equipped with a universal lock bracket capable of accepting a Best™ Construction Core and a Corbin#2 tumbler series lock. The cabinet shall come equipped with a Best blue construction core lock. | I understand and I agree |
| 14* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 15. | The cabinet shall be supplied with two door switches which control the door open status and the cabinet interior lighting circuits. | I understand and I agree |
| 15* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 16. | All exterior seams shall be manufactured with neatly formed continuously weld construction. All welds shall be free from burrs, cracks, blowholes or other irregularities. | I understand and I agree |
| 16* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 17. | The fan baffle panel seams shall be sealed with RTV sealant or equivalent material on the interior of the cabinet. | I understand and I agree |
| 17* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 18. | The cabinet shall come with lifting ears affixed to the upper exterior of the cabinet. These ears shall utilize only one bolt for easy reorientation. | I understand and I agree |
| 18* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 19. | The cabinet shall be supplied with a three-stage, multi-ply progressive density polyester, disposable air filter. Filter element shall be attached with Velcro type mounting along the full length of all four edges. Filter performance UL 900 Class 2 listed and shall conform to ASHRAE Standard 52.1. | I understand and I agree |
| 19* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 20. | The door shall be mounted with a single continuous stainless steel piano hinge that runs the length of the door. Attaching tamper resistant bolts shall also be stainless steel. | I understand and I agree |
| 20* | If you indicated exceptions to the above specification - describe here the exceptions. | |
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| | <p>The cabinet front door shall have a locking generator bypass compartment that shall be used to connect a generator to operate the cabinet during extended loss of service line power. The generator compartment shall be capable of being closed and locked while a generator is connected. The mechanism for allowing generator cable access while the compartment is closed, shall be an integral part of the generator bypass door, via a sliding panel that will normally be in the closed position.</p> | |
| 21. | <p>Inside the compartment there shall be a silkscreened panel housing a Hubbell HBL2615 30A / 125V flanged inlet receptacle capable of accepting a standard generator plug, a BACO HC52DQG cam switch with split AC+ feeds, and (2) LED lamps with sockets. One LED shall be illuminated when the cabinet has service line power and the other when the cabinet is under generator control. All LED's shall be field replaceable without putting the intersection in flash and shall carry a 5 year manufacturer warranty.</p> | I understand and I agree |
| 21* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 22. | <p>All wiring to the generator bypass compartment shall be contained in a single cable bundle. The cable shall connect to the backside of the electrical components and shall only be accessible from the inside of the cabinet front door. All electrical components on the inside of the front door that carry AC voltage shall be covered by a see-through plexi-glass cover. The generator bypass cable shall terminate at the same power panel location as service line voltage.</p> | I understand and I agree |
| 22* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 23. | Utilize Global Traffic Technologies Opticom preemption system. | I understand and I agree |
| 23* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 24. | <p>Include an auxiliary panel mounted to the interior side of the police panel compartment on the cabinet door. This panel shall be hinged at the bottom to allow access to the soldered switches with the use of clamps or tools. Both sides of the panel shall be silkscreened. All of the switches shall be protected by a hinged see-through Plexiglas cover. The following switches shall be included.</p> | I understand and I agree |
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| 24.a | Controller ON/OFF Switch that renders the controller and load switching devices electrically dead while maintaining flashing operations. The switch shall be a general purpose bat style toggle switch with a 0.688 inch long bat. | I understand and I agree |
| 24.b | Signals ON/OFF Switch that renders the field signal displays electrically dead while maintaining controller operation. The switch shall be a general purpose bat style toggle switch with a 0.688 inch long bat | I understand and I agree |
| 24.c | Stop Time Switch shall be a 3-position switch labeled "Normal" (up), "Off" (center), and "On" (down). With the switch in the "Normal" position, a stop timing command shall be applied to the controller by the police flash switch or the MMU (Malfunction Management Unit). When the switch is in its "Off" position, stop timing commands shall be removed from the controller. The "On" position shall cause the controller to stop time. The switch shall be a general-purpose bat style toggle switch with .688-inch long bat. | I understand and I agree |
| 24.d | Technician Flash Switch shall be a switch that places the field signal displays in flashing operation while the controller continues to operate. This flash shall have no effect on the operation of the controller or MMU. The switch shall be a general-purpose bat style toggle switch with .688-inch long bat. | I understand and I agree |
| 24.e | Pedestrian Test Switches shall be four (4) disconnect/test switches for the pedestrian phases. These switches shall have three positions labeled "On" (up) which shall be normal operation, "Off" (center) which shall disconnect the applicable pedestrian phase, and "Test" (down) which shall provide a true input to the controller for the applicable pedestrian phase. These switches shall be labeled 2, 4, 6 and 8. | I understand and I agree |
| 24.f | Pre-Empty Test Switches shall have two positions labeled "On" (up) which shall connect the controller to the Opticom output, and "Test" (down) which shall provide a momentary true input to the controller. These switches shall be labeled 1, 2, 3, 4, 5 and 6. | I understand and I agree |
| 24* | If you indicated exceptions to any of the above specifications - describe here the exceptions. | |
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| 25. | All wire cable bundles shall be encased in flex or expandable braided sleeving along their entire free length. SDLC cables shall be professionally routed in the cabinet interior to easily reach the controller, malfunction management unit or detector racks. SDLC connectors shall be secured with screws. Spring clips shall not be used. | I understand and I agree |
| 25* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 26. | The detector panel shall support (32) channels of vehicle detection, (4) channels of emergency vehicle preemption, and (4) channels of pedestrian detection on a single panel. This panel will be mounted on the left side of the cabinet below the bottom shelf. The panel shall also include (19) position neutral and ground buss bars with raised slotted & torque style screw head. | I understand and I agree |
| 26* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 27. | When video detection is specified there shall be video detection interface panel for single point interface for video power and coax cabling. The panel shall provide up to six (6) individual surge arrestor and circuit breaker circuits so that individual cameras can be replaced in the field without disrupting the entire video detection system. | I understand and I agree |
| 27* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 28. | Supplemental Loads, when specified, shall be on all pedestrian phase yellows and odd numbered vehicle phase yellows and greens shall be loaded with a 2.5K-ohm, 10-watt resistor. Each load resistor shall be easily accessed from the back of the main panel (load-bay). | I understand and I agree |
| 28* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 29. | Service Surge Suppression shall be an EDCO model SHP300-10 or approved equivalent surge arrestor mounted on the power panel. Power to all cabinet electronics shall come through this surge suppression circuit. | I understand and I agree |
| 29* | If you indicated exceptions to the above specification - describe here the exceptions. | |
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| 30. | A power panel shall handle all the power distribution and protection for the cabinet and shall be mounted in the bottom right side of the facility. All equipment shall be mounted on a 12" x 17" silkscreened aluminum panel and include at a minimum the following equipment: | I understand and I agree |
| 30.a | A 30-amp main breaker shall supply power to the load bay, load switches and auxiliary panel. | I understand and I agree |
| 30.b | A 20-amp auxiliary breaker shall supply power to the fan, light and GFI. | I understand and I agree |
| 30.c | A 20-amp equipment breaker shall supply power to the controller, MMU, power supply and convenience outlet and/or power strip. | I understand and I agree |
| 30.d | A 50-amp, 125 VAC radio interference line filter. | I understand and I agree |
| 30.e | A normally open, 50-amp, solid-state relay. The relay shall have a green LED light that is on when energized. (No Mercury Contactors shall be allowed) | I understand and I agree |
| 30.f | A normally open, 50-amp, solid-state relay. The relay shall have a green LED light that is on when energized. (No Mercury Contactors shall be allowed) | I understand and I agree |
| 30.g | Two (19) position solid aluminum, tin plated neutral buss bar with raised slotted & torque style screw heads. | I understand and I agree |
| 30.h | One (19) position solid aluminum, tin plated ground buss bar with raised slotted & torque style screw heads. | I understand and I agree |
| 30.i | Two MOVs shall be terminated on the 120AC in field terminal. One tied between line and ground, the other between neutral and ground. | I understand and I agree |
| 30* | If you indicated exceptions to any of the above specifications - describe here the exceptions. | |
| 31. | Malfunction Management Unit (MMU) shall meet all requirements of NEMA TS2-2016 while remaining downward compatible with NEMA TS1. It shall have (2) high contrast LCD displays and an internal diagnostic wizard. It shall come with a 10/100 Ethernet port. It shall come with software to run flashing yellow arrow operation. The MMU shall be an Eberle Design, Inc. model MMU2-16LEip or approved equivalent. | I understand and I agree |
| 31* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 32. | The cabinet shall come with (1) flasher. The flasher shall be cube type and have LED indications. The flasher shall be PDC model SSF87 or approved equivalent. | I understand and I agree |
| 32* | If you indicated exceptions to the above specification - describe here the exceptions. | |
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| 33. | The cabinet shall come with bus interface units (BIU). These shall meet all the requirements of NEMA TS-2 2016 standards. In addition, all BIUs shall provide separate front panel indicator LED's for DC power status and SDLC Port 1 transmit and receive status. The (BIU)'s shall be Eberle Design, Inc. model BIU700H or approved equivalent. | I understand and I agree |
| 33* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 34. | The cabinet shall come with a shelf mounted cabinet power supply meeting at minimum TS 2-2003 standards. It shall be a heavy duty device that provides +12VDC at 5 Amps / +24VDC at 2 Amps / 12VAC at .25 Amp, and line frequency reference at 50 mA. The power supply shall provide a separate front panel indicator LED for each of the four outputs. Front panel banana jack test points for 24VDC and logic ground shall also be provided. The power supply shall provide 5A of power and be able to cover the load of four (4) complete detector racks. The (PS) shall be Eberle Design, Inc. model PS250 or approved equivalent. | I understand and I agree |
| 34* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 35. | The cabinet shall come with one (1) 4-channel rack mounted Opticom phase selector. The Opticom phase selectors shall be Global Traffic Technologies model 764 or approved equivalent. | I understand and I agree |
| 35* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 36. | The cabinet shall be capable of integrating transit signal priority equipment. | I understand and I agree |
| 36* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 37. | The cabinet shall be provided with two (2) double beveled shelves 10" deep that are reinforced welded with V channel, fabricated from 5052-H32 0.125-inch thick aluminum with double flanged edges rolled front to back. Slotted hole shall be inserted every 7" for the purpose of tying off wire bundles. | I understand and I agree |
| 37* | If you indicated exceptions to the above specification - describe here the exceptions. | |
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| 38. | The cabinet shall be provided with two (2) double beveled shelves 10" deep that are reinforced welded with V channel, fabricated from 5052-H32 0.125-inch thick aluminum with double flanged edges rolled front to back. Slotted hole shall be inserted every 7" for the purpose of tying off wire bundles. | I understand and I agree |
| 38* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 39. | A slide-out computer shelf 16" length by 12" width by 2" depth shall be installed underneath the lower equipment shelf. The shelf shall be mounted so that controller cables will not interfere with the operation of the shelf when equipment is installed. The shelf shall have a hinged cover that opens from the front and shall be powder-coated black. It shall be a General Devices Part # VC4080-99-1168. | I understand and I agree |
| 39* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 40. | Vehicle green load switch output 14 gauge brown Vehicle yellow load switch output 14 gauge yellow Vehicle red load switch output 14 gauge red Pedestrian Don't Walk load switch output 14 gauge orange Pedestrian Walk load switch output 14 gauge blue Pedestrian Clearance load switch output 14 gauge yellow Vehicle green load switch input 22 gauge brown Vehicle yellow load switch input 22 gauge yellow Vehicle red load switch input 22 gauge red Pedestrian Don't Walk load switch input 22 gauge orange Pedestrian Walk load switch input 22 gauge blue Pedestrian Clearance input 22 gauge yellow | I understand and I agree |
| 40. | Logic Ground 18 gauge gray +24V DC 18 gauge red with white tracer +12V DC 18 gauge pink AC+ Line 14 gauge black AC- Line 14 gauge white Earth Ground 16 gauge green | I understand and I agree; I do not understand and I do not agree |
| 40. | AC line (load bay) 12 gauge black AC neutral (load bay) 12 gauge white Controller A, B and C cables 22 gauge blue with the exception of power wires (AC+ Black, AC- White & Earth Ground Green) MMU A & B cables 22 gauge orange with the exception of power wires (AC+ Black, AC- White & Earth Ground Green) | I understand and I agree; I do not understand and I do not agree |
| 40* | If you indicated exceptions to any of the above specifications - describe here the exceptions. | |
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| 41. | The field terminal blocks shall have a screw Type No. 10 post capable of accepting no less than 3 No. 12 AWG wires fitted with spade connectors. Four (4) 12-position terminal blocks shall be provided in a single row across the bottom of the main panel. Spade lugs from internal cabinet wiring are not allowed on field terminal screws. The flash program shall be changeable from the front of the load-bay. All load switches, flasher, and flash transfer relay sockets shall be marked and mounted with screws. Rivets and clip-mounting is unacceptable. | I understand and I agree |
| 41* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 42. | Wire size 16 AWG or smaller at solder joints shall be hooked or looped around the eyelet or terminal block post prior to soldering to ensure circuit integrity. All wires shall have lugs or terminal fittings when not soldered. Lap joint/tack on soldering is not acceptable. All soldered connections shall be made with 60/40 solder and non-corrosive, non-conductive flux. All wiring shall be run neatly and shall use mechanical clamps and conductors shall not be spliced between terminations. Cables shall be sleeved in braided nylon mesh and wires shall not be exposed. | I understand and I agree |
| 42* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 43. | Load-bay and panel wire terminations behind the main panels or on the back side of other panels shall be soldered. No pressure or solder-less connectors shall be used. | I understand and I agree |
| 43* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 44. | The cabinet shall have two LED lighting fixtures with 15 high power LEDs using a cool white color emitting 300lm min @ 12VDC/750mA. The LED shall be a Rodeo Electronics TS-LED-05M02 or equivalent. The LED fixtures shall be powered by a Mean Well class 2 power supply LPV-20-12 that shall be mounted on the inside top of the cabinet near the front edge below and independent of the slide-out computer shelf. An on/off switch that is turned on when the cabinet door is opened and off when it is closed shall activate the lighting fixture(s) power supply. | I understand and I agree |
| 44* | If you indicated exceptions to the above specification - describe here the exceptions. | |
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| 45. | <p>The cabinet shall be wired with one convenience outlet with a ground fault interrupter and TWO power strips without ground fault interrupters. The ground fault outlet shall be mounted on the right side of the cabinet on or near the power panel. The power strips shall be ...on each side above... the top shelf.</p> <p>No outlets shall be mounted on the door. The GFI power shall be fed through the auxiliary breaker. The power strip shall be fed through an EDCO SHP300-10 transient voltage suppressor located on the cabinet power panel. There shall be a 2-position terminal block on the power panel, between the power strip and the EDCO SHP300-10 for easy replacement.</p> | I understand and I agree |
| 45* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 46. | The use of PC boards shall not be allowed except in detector racks or BIU cages. | I understand and I agree |
| 46* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 47. | The use of plug and play modules shall not be allowed. | I understand and I agree |
| 47* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 48. | All cabinet 120VAC wires shall be 18AWG or greater, including controller "A, B, C, and D" and MMU "A & B" cables. | I understand and I agree |
| 48* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 49. | The entire cabinet and components shall undergo a 72 hour test burn in before delivery to the testing agency. If the cabinet comes with a controller, the cabinet shall come with an ATSI TS2 Frame grabber communications test report before delivery will be accepted. | I understand and I agree |
| 49* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| TECHNICAL SPECIFICATIONS - NEMA P TRAFFIC SIGNAL CABINET | | |
| 1. | In addition to the general specifications, each P size cabinet shall meet the following specifications. | No |
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| 2. | It shall have nominal dimensions of 56" high x 44" width x 25.5" depth and meet the footprint dimensions as specified in Section 7.3 of NEMA standards for a Type P cabinet. The cabinet base shall have continuously welded interior mounting reinforcement plates with the same anchor bolt hole pattern as the footprint dimensions shown in Standard Plan J-106b | I understand and I agree |
| 2* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 3. | The cabinet shall have 32 channels of detection within two (2) ½ width detector racks. One (1) ½ width rack shall support sixteen (16) channels of loop detection using four (4) slots with four (4) channels per slot , one (1) EDI BIU700H Bus Interface Unit (BIU) and one (1) 764 Opticom™ phase selector(s). One ½ width rack shall support sixteen (16) channels of loop detection using four (4) slots with four (4) channels per slot and one (1) EDI BIU700H Bus Interface Unit (BIU). The two (2) racks will be mounted, one on top of the other, on the uppermost shelf within the cabinet. The power and loop cabling shall be connected via a 37 pin DB connector using spring clips. The Opticom cable shall be connected via a 24 pin connector. The power cable shall be a 6 pin connector. All power wires shall be 18AWG. The addressing of detector rack shall be accomplished via dipswitches mounted to the PCB. There shall be the capability to turn off the TS2 status to the BIU for the uses of TS1 detector equipment via dipswitches mounted to the PCB. There shall be a 34 pin connector using locking latches that breaks the output from the detector to the input of the BIU, there shall also be +24VDC and logic ground on this connector. The rack shall have space at the bottom front for labeling. | I understand and I agree |
| 3* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 4. | The cabinet shall come with 16 (sixteen) load switches. All load switches shall be cube type and have LED indications for both the input and output side of the load. The load switches shall be PDC model SSS87I/O or approved equivalent. | I understand and I agree |
| 4* | If you indicated exceptions to the above specification - describe here the exceptions. | |
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| 5. | It shall be designed for 16 channel operation where load switch sockets 1-8 will be configured for a vehicle phase, load switch sockets 9-12 will be pedestrian phase and load switch sockets 13-16 will be overlaps A-D These load switch sockets shall be configured in this manor without rewiring the back side of the load-bay. | I understand and I agree |
| 5* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 6. | The cabinet shall come with 6 (six) heavy duty flash transfer relays. The relays shall be Detrol Controls model 295 or approved equivalent. | I understand and I agree |
| 6* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 7. | All P size cabinets shall be wired to flash for all channels. Flashing operation shall alternate between the used vehicle phases 1,3,5,7 and 2,4,6,8. Flash programming shall be either red or yellow simply by changing wires on the front of the load-bay. | I understand and I agree |
| 7* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 8. | The cabinet shall come with 8 (eight) 4-channel rack mounted loop amplifiers. These devices shall have LCD displays and be capable of monitoring the call strength from all (4) channels (2 at a time) via a pie graph on the front panel. These devices must have the capability to perform directional logic and 3rd car queuing for protected/permissive operation. The loop amplifiers shall be Eberle Design, Inc. model ORACLE4H or approved equivalent. | I understand and I agree |
| 8* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 9. | The design of the main panel shall conform to NEMA TS2-2016 Section 5, Terminals and Facilities, unless modified herein. This panel shall be the termination point for the controller unit (CU) MSA,B & C and (MMU) MSA & B cables. The terminal and facilities layout shall be arranged in a manner that allows all equipment to be readily accessible. | I understand and I agree |
| 9* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 10. | 10. The load-bay shall be fully wired and meet the following requirements: | No |
| * | • The load-bay shall have the following dimensions; constructed from aluminum with a nominal thickness of 0.125 inches and a maximum width of 37-½ inches (31.5" for P+) including attached wiring bundles. | I understand and I agree |
| * | • It shall be a Z type configuration. | I understand and I agree |

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| * | <ul style="list-style-type: none"> The entire assembly shall roll down and provide access to all of the back of panel wiring. All solder terminals shall be accessible when the load-bay is rolled down. The assembly shall be able to roll down without requiring other components, cables or switches to be removed. | I understand and I agree |
| * | <ul style="list-style-type: none"> The load-bay shall be designed so that all other cabinet screw terminals are accessible without removing cabinet electronics. | I understand and I agree |
| * | <ul style="list-style-type: none"> All the controller (CU) and malfunction management (MMU) cables shall be routed through the back of the load-bay so that they will not be subject to damage during load-bay roll down. | I understand and I agree |
| * | <ul style="list-style-type: none"> All the controller (CU) and malfunction management (MMU) cables shall be routed through the back of the load-bay so that they will not be subject to damage during load-bay roll down. | I understand and I agree |
| * | <ul style="list-style-type: none"> The load-bay shall be balanced such that it will not roll down when fully loaded with load switches, flashers and flash transfer relays, and the Unistrut™ spring nuts are removed. | I understand and I agree |
| * | <ul style="list-style-type: none"> Load-bay channels 1-8 and 13-16 shall be routed through a flash transfer relay. | I understand and I agree |
| * | <ul style="list-style-type: none"> Sixteen load switch sockets spaced on 2" center per NEMA TS2-2016 section 5.3.1.2, figure 5-2. | I understand and I agree |
| * | <ul style="list-style-type: none"> SIX flash transfer relay sockets. | I understand and I agree |
| * | <ul style="list-style-type: none"> One flasher socket. | I understand and I agree |
| * | <ul style="list-style-type: none"> All load switches and flasher shall be supported by a bracket extending at least ½ the length of the load switch. | I understand and I agree |
| * | <ul style="list-style-type: none"> A screw terminal shall be provided to access all functions on all BIUs. | I understand and I agree |
| * | <ul style="list-style-type: none"> Wiring for one Type-16 MMU. | I understand and I agree |
| * | <ul style="list-style-type: none"> All 24 VDC relays shall have the same base socket but different from the 115VAC relays | I understand and I agree |
| * | <ul style="list-style-type: none"> All 115VAC relays shall have the same base socket but different from the 24VDC relays. (not applicable to flash transfer relays) | I understand and I agree |
| * | <ul style="list-style-type: none"> Shall have a relay that drops +24VDC to load switches when the cabinet is in flash | I understand and I agree |
| * | <ul style="list-style-type: none"> The load-bay shall be silkscreened on both sides, numbers and functions on the front side, and numbers only on the back side. | I understand and I agree |
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| * | <ul style="list-style-type: none"> Field wiring terminations shall be per channel across the bottom of the load-bay. Each channel shall have 3 terminations from left to right beginning with phase 1 corresponding to the appropriate vehicle phase Red, Yellow and Green and following the order of the load switches. Field terminals shall be #10 screw terminal and be rated for 600V. | I understand and I agree |
| * | <ul style="list-style-type: none"> All cable wires shall be terminated. No tie-off of unused terminals will be allowed. | I understand and I agree |
| 10* | If you indicated exceptions to any of the above specifications - describe here the exceptions. | |
| TECHNICAL SPECIFICATIONS - NEMA P PLUS TRAFFIC SIGNAL CABINET | | |
| 1. | In addition to the general specifications, each P Plus size cabinet shall meet the following specifications. | No |
| 2. | The cabinet shall have nominal dimensions of 56" high x 44" width x 25.5" depth and meet the footprint dimensions as specified in Section 7.3 of NEMA standards for a Type P cabinet. The cabinet base shall have continuously welded interior mounting reinforcement plates with the same anchor bolt hole pattern as the footprint dimensions shown in Standard Plan J-106b. | I understand and I agree |
| 2* | If you indicated exceptions to the above specification - describe here the exceptions. | |
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| 3. | <p>The cabinet shall have 32 channels of detection within two (2) ½ width detector racks. One (1) ½ width rack shall support sixteen (16) channels of loop detection using four (4) slots with four (4) channels per slot , one (1) EDI BIU700H Bus Interface Unit (BIU) and one (1) 764 Opticom™ phase selector(s). One ½ width rack shall support sixteen (16) channels of loop detection using four (4) slots with four (4) channels per slot and one (1) EDI BIU700H Bus Interface Unit (BIU). The two (2) racks will be mounted, one on top of the other, on the uppermost shelf within the cabinet. The power and loop cabling shall be connected via a 37 pin DB connector using spring clips. The Opticom cable shall be connected via a 24 pin connector. The power cable shall be a 6 pin connector. All power wires shall be 18AWG. The addressing of detector rack shall be accomplished via dipswitches mounted to the PCB. There shall be the capability to turn off the TS2 status to the BIU for the uses of TS1 detector equipment via dipswitches mounted to the PCB. There shall be a 34 pin connector using locking latches that breaks the output from the detector to the input of the BIU, there shall also be +24VDC and logic ground on this connector. The rack shall have space at the bottom front for labeling.</p> | I understand and I agree |
| 3* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 4. | <p>The cabinet shall come with 16 (sixteen) load switches. All load switches shall be cube type and have LED indications for both the input and output side of the load. The load switches shall be PDC model SSS87I/O or approved equivalent.</p> | I understand and I agree |
| 4* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 5. | <p>It shall be designed for 16 channel operation where load switch sockets 1-8 will be configured for a vehicle phase, load switch sockets 9-12 will be pedestrian phase and load switch sockets 13-16 will be overlaps A-D These load switch sockets shall be configured in this manor without rewiring the back side of the load-bay.</p> | I understand and I agree |
| 5* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 6. | <p>The cabinet shall come with 6 (six) heavy duty flash transfer relays. The relays shall be Detrol Controls model 295 or approved equivalent.</p> | I understand and I agree |
| 6* | If you indicated exceptions to the above specification - describe here the exceptions. | |

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| 7. | All P size cabinets shall be wired to flash for all channels. Flashing operation shall alternate between the used vehicle phases 1,3,5,7 and 2,4,6,8. Flash programming shall be either red or yellow simply by changing wires on the front of the load-bay. | I understand and I agree |
| 7* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 8. | The cabinet shall come with 8 (eight) 4-channel rack mounted loop amplifiers. These devices shall have LCD displays and be capable of monitoring the call strength from all (4) channels (2 at a time) via a pie graph on the front panel. These devices must have the capability to perform directional logic and 3rd car queuing for protected/permissive operation. The loop amplifiers shall be Eberle Design, Inc. model ORACLE4H or approved equivalent. | I understand and I agree |
| 8* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 9. | The design of the main panel shall conform to NEMA TS2-2016 Section 5, Terminals and Facilities, unless modified herein. This panel shall be the termination point for the controller unit (CU) MSA,B & C and (MMU) MSA & B cables. The terminal and facilities layout shall be arranged in a manner that allows all equipment to be readily accessible. | I understand and I agree |
| 9* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 10. | The load-bay shall be fully wired and meet the following requirements: | No |
| * | • The load-bay shall have the following dimensions; constructed from aluminum with a nominal thickness of 0.125 inches and a maximum width of 37-½ inches (31.5" for P+) including attached wiring bundles. | I understand and I agree |
| * | • It shall be a Z type configuration. | I understand and I agree |
| * | • The entire assembly shall roll down and provide access to all of the back of panel wiring. All solder terminals shall be accessible when the load-bay is rolled down. The assembly shall be able to roll down without requiring other components, cables or switches to be removed. | I understand and I agree |
| * | • The load-bay shall be designed so that all other cabinet screw terminals are accessible without removing cabinet electronics | I understand and I agree |
| * | • All the controller (CU) and malfunction management (MMU) cables shall be routed through the back of the load-bay so that they will not be subject to damage during load-bay roll down. | I understand and I agree |

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| * | • The top of the load-bay panel shall attach directly to Unistrut™ spring nuts without the use of standoffs and spacers. | I understand and I agree |
| * | • The load-bay shall be balanced such that it will not roll down when fully loaded with load switches, flashers and flash transfer relays, and the Unistrut™ spring nuts are removed. | I understand and I agree |
| * | • Load-bay channels 1-8 and 13-16 shall be routed through a flash transfer relay. | I understand and I agree |
| * | • Sixteen load switch sockets spaced on 2" center per NEMA TS2-2016 section 5.3.1.2, figure 5-2. | I understand and I agree |
| * | • SIX flash transfer relay sockets. | I understand and I agree |
| * | • One flasher socket. | I understand and I agree |
| * | • All load switches and flasher shall be supported by a bracket extending at least ½ the length of the load switch. | I understand and I agree |
| * | • A screw terminal shall be provided to access all functions on all BIUs. | I understand and I agree |
| * | • Wiring for one Type-16 MMU. | I understand and I agree |
| * | • All 24 VDC relays shall have the same base socket but different from the 115VAC relays. | I understand and I agree |
| * | • All 115VAC relays shall have the same base socket but different from the 24VDC relays. (not applicable to flash transfer relays) | I understand and I agree |
| * | • Shall have a relay that drops +24VDC to load switches when the cabinet is in flash. | I understand and I agree |
| * | • The load-bay shall be silkscreened on both sides, numbers and functions on the front side, and numbers only on the back side. | I understand and I agree |
| * | • Field wiring terminations shall be per channel across the bottom of the load-bay. Each channel shall have 3 terminations from left to right beginning with phase 1 corresponding to the appropriate vehicle phase Red, Yellow and Green and following the order of the load switches. Field terminals shall be #10 screw terminal and be rated for 600V. | I understand and I agree |
| * | • All cable wires shall be terminated. No tie-off of unused terminals will be allowed. | I understand and I agree |
| 10* | If you indicated exceptions to any of the above specifications - describe here the exceptions. | |
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| 11. | <p>P-Plus cabinets shall be supplied with a Battery Backup System (BBS) consisting of at a minimum an Uninterruptable Power Supply UPS module with SNMP, ATS assembly, batteries, battery heater mats, battery cables and a battery management system. All other ancillary equipment for a complete functioning UPS system shall be included. The BBS shall be located in a separate compartment with a separate external door equipped with one door switch to report door open status. The door shall be mounted with a single continuous stainless steel piano hinge that runs the length of the door.</p> | I understand and I agree |
| 11. | The key BBS system components include: | No |
| * | <ul style="list-style-type: none"> The cabinet UPS module shall be (1) FXM 2000W uninterruptible power supply that supplies clean reliable power control and management. It shall have Automatic Voltage Regulation (AVR), an Ethernet SNMP interface and a control and power connection panel that is rotatable for viewing in any vertical or horizontal orientation. It shall have nominal dimensions of 5.22" x 15.5" x 8.75" and come with mounting brackets. The UPS module shall be an Alpha model 017-232-29 or equivalent. | I understand and I agree |
| * | <ul style="list-style-type: none"> The UPS cabinet shall contain a universal automatic transfer switch and universal generator transfer switch connected between the UPS module and the batteries. It shall have surge protection, have dimensions of 3.25" x 15.5" x 6.00" and come with mounting brackets. The ATS module shall be an Alpha model 020-168-21 or equivalent | I understand and I agree |
| * | <ul style="list-style-type: none"> The batteries shall be (4) high performance silver alloy sealed valve regulated lead acid AlphaCell™ GXL GelCell batteries with 109Ah runtime. The BBS batteries shall be Alpha model 220 GXL or equivalent. | I understand and I agree |
| * | <ul style="list-style-type: none"> The UPS battery harness shall be a battery cable (5) foot long wired for (4) batteries. The battery harness shall be Alpha model 740-628-27 or equivalent. | I understand and I agree |
| * | <ul style="list-style-type: none"> The battery management system shall be AlphaGuard™ battery charge management system which extends battery operational life. It shall be an Alpha model 012-306-21 or equivalent. | I understand and I agree |
| 11* | If you indicated exceptions to any of the above specifications - describe here the exceptions. | |
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| TECHNICAL SPECIFICATIONS - NEMA M TRAFFIC SIGNAL CABINET | | |
| 1. | In addition to the general specifications, each M size cabinet shall meet the following specifications. | No |
| 2. | It shall have nominal dimensions of 51" high x 30" width x 16" depth and meet the footprint dimensions as specified in Section 7.3, Table 7-1 of NEMA TS2-2016 standards for a Type M cabinet. The cabinet base shall have continuously welded interior mounting reinforcement plates with the same anchor bolt hole pattern as the footprint dimensions shown in Standard Plan J-106a. | I understand and I agree |
| 2* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 3. | The cabinet shall have 16 channels of detection within two (2) ½ width detector racks. One (1) ½ width rack shall support sixteen (16) channels of loop detection using four (4) slots with four (4) channels per slot , one (1) EDI BIU700H Bus Interface Unit (BIU) and one (1) 764 Opticom™ phase selector(s). One ½ width rack shall support sixteen (16) channels of loop detection using four (4) slots with four (4) channels per slot and one (1) EDI BIU700H Bus Interface Unit (BIU). The two (2) racks will be mounted, one on top of the other, on the uppermost shelf within the cabinet. The power and loop cabling shall be connected via a 37 pin DB connector using spring clips. The Opticom cable shall be connected via a 24 pin connector. The power cable shall be a 6 pin connector. All power wires shall be 18AWG. The addressing of detector rack shall be accomplished via dipswitches mounted to the PCB. There shall be the capability to turn off the TS2 status to the BIU for the uses of TS1 detector equipment via dipswitches mounted to the PCB. There shall be a 34 pin connector using locking latches that breaks the output from the detector to the input of the BIU, there shall also be +24VDC and logic ground on this connector. The rack shall have space at the bottom front for labeling. | I understand and I agree |
| 3* | If you indicated exceptions to the above specification - describe here the exceptions. | |
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| 4. | The cabinet shall come with 9 (nine) load switches. All load switches shall be cube type and have LED indications for both the input and output side of the load. The load switches shall be PDC model SSS87I/O or approved equivalent. | I understand and I agree |
| 4* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 5. | It shall be designed for 9 channel operation. Load switches 1-4 shall be vehicle phases 2,4,6,8; load switches 5 -8 shall be pedestrian phases 2,4,6,8; load switch 9 shall be Overlap A. These load switch sockets shall be configured in this manor without rewiring the back side of the load-bay. | I understand and I agree |
| 5* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 6. | The cabinet shall come with 3 (three) heavy duty flash transfer relays. The relays shall be Detrol Controls model 295 or approved equivalent. | I understand and I agree |
| 6* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 7. | All M size cabinets shall be wired to flash for all channels. Flashing operation shall alternate between the used vehicle phases 2,6 and 4,8 Flash programming shall be either red or yellow simply by changing wires on the front of the load-bay. | I understand and I agree |
| 7* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 8. | The cabinet shall come with 4 (four) 4-channel rack mounted loop amplifiers. These devices shall have LCD displays and be capable of monitoring the call strength from all (4) channels (2 at a time) via a pie graph on the front panel. These devices must have the capability to perform directional logic and 3rd car queuing for protected/permissive operation. The loop amplifiers shall be Eberle Design, Inc. model ORACLE4H or approved equivalent. | I understand and I agree |
| 8* | If you indicated exceptions to the above specification - describe here the exceptions. | |
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| 9. | The design of the panel shall conform to NEMA TS2-2016 Type 2 Section 5, Terminals and Facilities, unless modified herein. This panel shall be the termination point for the controller unit (CU) MSA & B & C and (MMU) MSA & B cables. The terminal and facilities layout shall be arranged in a manner that allows all equipment in the cabinet and all screw terminals to be readily accessible by maintenance personnel. | I understand and I agree |
| 9* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 10. | 10. The load-bay shall be fully wired and meet the following requirements: | I understand and I agree |
| * | • The load-bay shall have the following dimensions; constructed from aluminum with a nominal thickness of 0.125 inches and a maximum width of 17 ¼ inches including attached wiring bundles. | I understand and I agree |
| * | • The entire assembly shall roll down and provide access to all of the back of panel wiring. All solder terminals shall be accessible when the load-bay is rolled down. The assembly shall be able to roll down without requiring other components, cables or switches to be removed. | I understand and I agree |
| * | • The load-bay shall be designed so that all other cabinet screw terminals are accessible without removing cabinet electronics. | I understand and I agree |
| * | • All the controller (CU) and malfunction management (MMU) cables shall be routed through the back of the load-bay so that they will not be subject to damage during load-bay roll down. | I understand and I agree |
| * | • The top of the load-bay panel shall attach directly to Unistrut™ spring nuts without the use of standoffs and spacers. | I understand and I agree |
| * | • The load-bay shall be balanced such that it will not roll down when fully loaded with load switches, flashers and flash transfer relays, and the Unistrut™ spring nuts are removed. | I understand and I agree |
| * | • Nine Load switch sockets spaced on 2" center per NEMA TS2-2016 section 5.3.1.2, figure 5-2. | I understand and I agree |
| * | • Three Flash transfer relay sockets. | I understand and I agree |
| * | • (1) Flasher socket. | I understand and I agree |
| * | • All load switches and flasher shall be supported by a bracket extending at least ½ the length of the load switch. | I understand and I agree |
| * | • Wiring for one Type-16 MMU. All MMU wiring shall be soldered to backside of a screw terminal. The screw terminals provide access to all functions of the MMU. | I understand and I agree |

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| * | • All 24 VDC relays shall have the same base socket, but it shall be different from the 115VAC relays. | I understand and I agree |
| * | • All 115VAC relays shall have the same base socket, but it shall be different from the 24VDC relays. (not applicable to flash transfer relays) | I understand and I agree |
| * | • Shall have a relay that drops +24VDC to load switches when the cabinet is in flash. | I understand and I agree |
| * | • The load bay shall have terminals to access the flash circuits 1 and 2. | I understand and I agree |
| * | • There shall be a wire between the pedestrian yellow field terminals and another terminal on the load bay. The MMU channel 9-12 yellows shall terminate next to said pedestrian yellows terminal. | I understand and I agree |
| * | • The load-bay shall be silkscreened on both sides, numbers and functions on the front side, and numbers only on the back side. | I understand and I agree |
| * | • Field wiring terminations shall be per channel across the bottom of the load-bay. Each channel shall have 3 terminations corresponding to the appropriate vehicle phase Red, Yellow and Green. Default wiring shall be left to right vehicle phases 2, 4, 6, 8, pedestrian phases 2, 4, 6, 8 and Overlap A, following the order of the load switches. Field terminals shall be #10 screw terminal and be rated for 600V. | I understand and I agree |
| * | • All cable wires shall be terminated. No tie-off of unused terminals will be allowed. | I understand and I agree |
| * | • All cable wires shall be terminated. No tie-off of unused terminals will be allowed. | I understand and I agree |
| 10* | If you indicated exceptions to any of the above specifications - describe here the exceptions. | |
| TECHNICAL SPECIFICATIONS - NEMA M PEDESTRIAN HYBRID BEACON TRAFFIC SIGNAL CABINET | | |
| 1. | In addition to the general specifications, each M size cabinet shall meet the following specifications. | No |
| 2. | It shall have nominal dimensions of 51" high x 30" width x 16" depth and meet the footprint dimensions as specified in Section 7.3, Table 7-1 of NEMA TS2-2016 standards for a Type M cabinet. The cabinet base shall have continuously welded interior mounting reinforcement plates with the same anchor bolt hole pattern as the footprint dimensions shown in Standard Plan J-106a. | I understand and I agree |

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| 2* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 3. | <p>The cabinet shall have 16 channels of detection within two (2) ½ width detector racks. One (1) ½ width rack shall support sixteen (16) channels of loop detection using four (4) slots with four (4) channels per slot , one (1) EDI BIU700H Bus Interface Unit (BIU) and one (1) 764 Opticom™ phase selector(s). One ½ width rack shall support sixteen (16) channels of loop detection using four (4) slots with four (4) channels per slot and one (1) EDI BIU700H Bus Interface Unit (BIU). The two (2) racks will be mounted, one on top of the other, on the uppermost shelf within the cabinet. The power and loop cabling shall be connected via a 37 pin DB connector using spring clips. The Opticom cable shall be connected via a 24 pin connector. The power cable shall be a 6 pin connector. All power wires shall be 18AWG. The addressing of detector rack shall be accomplished via dipswitches mounted to the PCB. There shall be the capability to turn off the TS2 status to the BIU for the uses of TS1 detector equipment via dipswitches mounted to the PCB. There shall be a 34 pin connector using locking latches that breaks the output from the detector to the input of the BIU, there shall also be +24VDC and logic ground on this connector. The rack shall have space at the bottom front for labeling.</p> | I understand and I agree |
| 3* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 4. | <p>The cabinet shall come with 6 (six) load switches. All load switches shall be cube type and have LED indications for both the input and output side of the load. The load switches shall be PDC model SSS87I/O or approved equivalent.</p> | I understand and I agree |
| 4* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 5. | <p>It shall be designed for 3 channel operation. Load switches 1-2 shall be vehicle phases 1,2; load switch 5 shall be the pedestrian phase; load switch 9 shall be Overlap A. These load switch sockets shall be configured in this manor without rewiring the back side of the load-bay.</p> | I understand and I agree |
| 5* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 6. | <p>The cabinet shall come with 2 (two) heavy duty flash transfer relays. The relays shall be Detrol Controls model 295 or approved equivalent.</p> | I understand and I agree |
| | | |

| | | |
|-----|---|--------------------------|
| 6* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 7. | All M size cabinets shall be wired to flash for all channels. Flashing operation shall alternate between the used vehicle phases 1 and 2. Flash programming shall be either red or yellow simply by changing wires on the front of the load-bay. | I understand and I agree |
| 7* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 8. | The cabinet shall come with 4 (four) 4-channel rack mounted loop amplifiers. These devices shall have LCD displays and be capable of monitoring the call strength from all (4) channels (2 at a time) via a pie graph on the front panel. These devices must have the capability to perform directional logic and 3rd car queuing for protected/permissive operation. The loop amplifiers shall be Eberle Design, Inc. model ORACLE4H or approved equivalent. | I understand and I agree |
| 8* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 9. | The design of the panel shall conform to NEMA TS2-2016 Type 1 Section 5, Terminals and Facilities, unless modified herein. This panel shall be the termination point for the controller unit (CU) MSA and (MMU) MSA & B cables. The terminal and facilities layout shall be arranged in a manner that allows all equipment in the cabinet and all screw terminals to be readily accessible by maintenance personnel. | I understand and I agree |
| 9* | If you indicated exceptions to the above specification - describe here the exceptions. | |
| 10. | The load-bay shall be fully wired and meet the following requirements: | I understand and I agree |
| * | • The load-bay shall have the following dimensions; constructed from aluminum with a nominal thickness of 0.125 inches and a maximum width of 17 ¼ inches including attached wiring bundles. | I understand and I agree |
| * | • The entire assembly shall roll down and provide access to all of the back of panel wiring. All solder terminals shall be accessible when the load-bay is rolled down. The assembly shall be able to roll down without requiring other components, cables or switches to be removed. | I understand and I agree |
| * | • The load-bay shall be designed so that all other cabinet screw terminals are accessible without removing cabinet electronics. | I understand and I agree |
| | | |

| | | |
|---|--|--------------------------|
| * | <ul style="list-style-type: none"> • All the controller (CU) and malfunction management (MMU) cables shall be routed through the back of the load-bay so that they will not be subject to damage during load-bay roll down. | I understand and I agree |
| * | <ul style="list-style-type: none"> • The top of the load-bay panel shall attach directly to Unistrut™ spring nuts without the use of standoffs and spacers. | I understand and I agree |
| * | <ul style="list-style-type: none"> • The load-bay shall be balanced such that it will not roll down when fully loaded with load switches, flashers and flash transfer relays, and the Unistrut™ spring nuts are removed. | I understand and I agree |
| * | <ul style="list-style-type: none"> • It shall be designed for 3 channel operation. Load switches 1-2 shall be vehicle phases 1,2; load switch 5 shall be the pedestrian phase. These load switch sockets shall be configured in this manor without rewiring the back side of the load-bay. | I understand and I agree |
| * | <ul style="list-style-type: none"> • Six Load switch sockets spaced on 2" center per NEMA TS2-2016 section 5.3.1.2, figure 5-2. | I understand and I agree |
| * | <ul style="list-style-type: none"> • Two Flash transfer relay sockets. | I understand and I agree |
| * | <ul style="list-style-type: none"> • (1) Flasher socket. | I understand and I agree |
| * | <ul style="list-style-type: none"> • All load switches and flasher shall be supported by a bracket extending at least ½ the length of the load switch. | I understand and I agree |
| * | <ul style="list-style-type: none"> • Wiring for one Type-16 MMU. All MMU wiring shall be soldered to backside of a screw terminal. The screw terminals provide access to all functions of the MMU. | I understand and I agree |
| * | <ul style="list-style-type: none"> • All 24 VDC relays shall have the same base socket, but it shall be different from the 115VAC relays | I understand and I agree |
| * | <ul style="list-style-type: none"> • All 115VAC relays shall have the same base socket, but it shall be different from the 24VDC relays. (not applicable to flash transfer relays) | I understand and I agree |
| * | <ul style="list-style-type: none"> • Shall have a relay that drops +24VDC to load switches when the cabinet is in flash. | I understand and I agree |
| * | <ul style="list-style-type: none"> • The load bay shall have terminals to access the flash circuits 1 and 2. | I understand and I agree |
| * | <ul style="list-style-type: none"> • The load-bay shall be silkscreened on both sides, numbers and functions on the front side, and numbers only on the back side. | I understand and I agree |
| * | <ul style="list-style-type: none"> • Field wiring terminations shall be per channel across the bottom of the load-bay. Each channel shall have 3 terminations corresponding to the appropriate vehicle phase Red, Yellow and Green. Default wiring shall be left to right vehicle phases 1-4, pedestrian phases 2 & 6, following the order of the load switches. Field terminals shall be #10 screw terminal and be rated for 600V. | I understand and I agree |

| | | | |
|--------------------|-----|--|--------------------------|
| | * | • All cable wires shall be terminated. No tie-off of unused terminals will be allowed. | I understand and I agree |
| | 10* | If you indicated exceptions to any of the above specifications - describe here the exceptions. | |
| INTERPRETATION | | | |
| | #1. | If the Bidder discovers any errors, discrepancies or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order. | I acknowledge |
| WITHDRAWAL OF BIDS | | | |
| | #1. | Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of sixty (60) calendar days after the opening date. | I acknowledge |
| EVALUATION OF BIDS | | | |
| | #1. | Evaluation of Bids shall be based upon the following criteria, where applicable: | Yes |
| | #a. | The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. | Yes |
| | #b. | The quality of the items bid, their conformity to specifications and the purpose for which they are required. | Yes |
| | #c. | The Bidder's ability to provide prompt and efficient service and/or delivery. | Yes |
| | #d. | The character, integrity, reputation, judgment, experience and efficiency of the Bidder | Yes |
| | #e. | The quality of performance of previous contracts or services. | Yes |
| | #f. | The previous and existing compliance by the Bidder with the laws relating to the contract or services. | Yes |
| | #g. | Uniformity or interchangeability. | Yes |
| | #h. | The energy efficiency of the product throughout its life. | Yes |
| | #i. | Any other information having a bearing on the decision to award the contract. | Yes |
| | #i. | Any other information having a bearing on the decision to award the contract. | Yes |
| BIDDING ERRORS | | | |
| | | | |

| | | | |
|---|-----|--|---------------|
| | #1. | Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid. | I acknowledge |
| BIDDER PREQUALIFICATION | | | |
| | #1. | The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown. | I acknowledge |
| REJECTION OF BIDS | | | |
| | #1. | The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown. | I acknowledge |
| AWARD OF CONTRACT | | | |
| | #1. | Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results. | I acknowledge |
| ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD | | | |
| | #1 | Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here. | |

Pricing Responses

| Group | Reference Number | Description | Type | Unit Of Measure | Quantity | Unit Price | Ext Base Price | Comment |
|-------|------------------|-------------|------|-----------------|----------|------------|----------------|---------|
|-------|------------------|-------------|------|-----------------|----------|------------|----------------|---------|

PRODUCT -
QUANTITIES
ARE ALL
ESTIMATES
ONLY BASED
ON ANNUAL
USAGE FOR
EVALUATION
PURPOSES.
ORDERS WILL
BE PLACED ON
AN "AS
NEEDED" BASIS
DURING THE
CONTRACT
PERIOD.

| | | | | | | | |
|-----------------------|--|--------------|----|------|-------------|--------------|-----------------------|
| 1. | NEMA P Traffic Signal Cabinet & Controller | Base | ea | 2.00 | \$52,508.85 | \$105,017.70 | includes sales tax |
| 2. | NEMA P- PLUS Traffic Signal Cabinet & Controller | Base | ea | 1.00 | \$61,359.77 | \$61,359.77 | includes sales tax |
| 3. | NEMA M Traffic Signal Cabinet & Controller | Base | ea | 2.00 | \$47,412.18 | \$94,824.36 | includes sales tax |
| 4. | NEMA M Pedestrian Hybrid Beacon Traffic Signal Cabinet | Base | ea | 6.00 | \$46,681.05 | \$280,086.30 | includes sales tax |
| Total Base Bid | | \$541,288.13 | | | | | |

BUY AMERICA:

In accordance with Buy America requirements contained in 23 CFR 635.410, the major quantities of steel and iron construction materials that is permanently incorporated into the project shall consist of American-made materials only. Buy America does not apply to temporary steel items, e.g., temporary sheet piling, temporary bridged, steel scaffolding and falsework.

Minor amounts of foreign steel and iron may be utilized in this project provided the cost of the foreign material used does not exceed one-tenth of one percent of the total contract cost of \$2,500.00, whichever is greater.

American-made material is defined as material having all manufacturing processes occurring domestically. To further define the coverage, a domestic product is a manufactured steel material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

If domestically produced steel billets or iron ingots are exported outside of the area of coverage, as defined above, for any manufacturing process then the resulting product does not conform to the Buy America requirements. Additionally, products manufactured domestically from foreign source steel billets or iron ingots do not conform to the Buy America requirements because the initial melting and mixing of alloys to create the material occurred in a foreign country.

Manufacturing begins with the initial melting and mixing, and continues through the coating stage. Any process, which modifies the chemical content, the physical size or shape, or the final finish, is considered a manufacturing process. The processes include rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action of applying a coating to steel or iron is deemed a manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or enhances the value of steel or iron. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron.

Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.

The following are considered to be steel manufacturing processes:

1. Production of steel by any of the following processes:
 - a. Open hearth furnace.
 - b. Basic oxygen.
 - c. Electric furnace.
 - d. Direct reduction.
2. Rolling, heat treating, and any other similar processing.
3. Fabrication of the products.
 - a. Spinning wire into cable or strand.
 - b. Corrugating and rolling into culverts.
 - c. Shop fabrication.



A certification of materials origin will be required for any item comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The certification shall be on DOT Form 350-109EF provided by the Engineer or such other form the Contractor chooses, provided it contains the same Information as DOT Form 350-190EF.

INITIAL IN THIS TABLE TO ACKNOWLEDGE COMPLIANCE AND UPLOAD IN THE SPACE PROVIDED IN THE "QUESTIONS" TAB OF THIS PROJECT.

Committee Agenda Sheet [PIES]

| | |
|--|--|
| Submitting Department | Streets |
| Contact Name & Phone | Clint Harris – 509-625-7744 |
| Contact Email | ceharris@spokanecity.org |
| Council Sponsor(s) | Lori Kinnear |
| Select Agenda Item Type | X Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Value Blanket for Traffic Signal Control Cabinets |
| Summary (Background) | <p><i>This Value Blanket provides a streamlined means of ordering traffic signal cabinets for street projects and/or maintenance replacements.</i></p> <ul style="list-style-type: none"> <i>This is new Value Blanket will cover both Federally funded and not-federally funded projects</i> <i>Western Systems Inc. has been a reliable supplier of signal cabinets and components to the City.</i> <i>Allows the ordering of signal cabinets not to exceed \$542,000 tax included.</i> <i>Traffic signal cabinets are paid for by project dollars or street maintenance dollars already budgeted.</i> |
| Proposed Council Action & Date: | Consent approval for renewal, PIES 8/22/22 |
| Fiscal Impact: \$542,000.00 Total Cost: <u>\$542,000.00</u> Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time X Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time X Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A | |

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A



Agenda Sheet for City Council Meeting of:
09/12/2022

| | |
|-----------------------|---------------|
| Date Rec'd | 8/22/2022 |
| Clerk's File # | OPR 2022-0618 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|--|
| Submitting Dept | STREETS |
| Contact Name/Phone | CLINT HARRIS 625-7744 |
| Contact E-Mail | CEHARRIS@SPOKANECITY.ORG |
| Agenda Item Type | Contract Item |
| Agenda Item Name | 1100 - VALMONT INDUSTRIES SIGNAL STANDARDS VALUE BLANKET |

Agenda Wording

The Street Department is seeking approval to establish a value blanket with Valmont Industries to purchase signal standards at a cost not to exceed \$255,000.00

Summary (Background)

This value blanket, covering both Federally funded and non-Federally funded projects as well as maintenance replacements, will allow for the streamlined ordering of traffic signal and luminaire standards.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 255,000.00

Select \$

Select \$

Select \$

Budget Account

Various

#

#

#

Approvals

Dept Head HARRIS, CLINT E.

Division Director FEIST, MARLENE

Finance ORLOB, KIMBERLY

Legal HARRINGTON,
MARGARET

For the Mayor PERKINS, JOHNNIE

Council Notifications

Study Session\Other PIES 8/22/22

Council Sponsor Kinnear

Distribution List

ceharris@spokanecity.org

jwthomas@spokanecity.org

Additional Approvals

gokihara@spokanecity.org

Purchasing

tprince@spokanecity.org

jklapp@spokanecity.org

tbrazington@spokanecity.org

morgan.myers@valmont.com

Bid Response Summary

Bid Number ITB 5680-22
Bid Title Traffic Signal Standards and Luminaire Standards for Federal Aid Projects and Non-Federal Aid Projects
Due Date Monday, July 11, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Valmont Industries, Inc
Submitted By Morgan Burbage - Friday, July 1, 2022 12:42:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Morgan.Myers@valmont.com +1 402-359-2201 ext 6961
Comments

Question Responses

| Group | Reference Number | Question | Response |
|-------------------------|------------------|---|---|
| BID SUBMISSION | | | |
| | #1. | Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted. | I acknowledge |
| | #2. | The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date. | I acknowledge |
| | #3 | Buy America - Acknowledge this requirement by initialing in the document titled "ITB #5680-22 Buy America" in the Documents Tab - Upload initialed document here. | Spokane Bid ITB _5680-22 Buy America.pdf |
| CONTACT INFORMATION | | | |
| | #1 | Please provide Name, Telephone Number & e-mail address of person who is preparing the response to this Invitation to Bid. | Morgan Burbage 402-359-6961 Morgan.Myers@valmont.com |
| TERMS AND CONDITIONS | | | |
| | #1 | Bidder accepts the Terms & Conditions of in accordance with the document so named in the 'Documents' tab. If bidder elects not to accept the Terms and Conditions as written and attached, the City may deem you non-responsive. | I acknowledge |
| PERCENTAGE OFF DISCOUNT | | | |
| | | | |

| | | |
|--|--|---------------|
| #1 | Percentage discount off retail price to be provided by vendor for additional Traffic Signal Standards & Luminaires not identified. | 0% |
| SALES TAX | | |
| #1. | The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax. | I acknowledge |
| PAYMENT TERMS | | |
| #1 | Supplier acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount. | I acknowledge |
| #2 | Supplier agrees to accept payment by Credit Card with no additional charges/fees | I acknowledge |
| DELIVERY - F.O.B. Delivery Point | | |
| #1 | City of Spokane Street Department - Signals & Lighting Section, 901 N Nelson Street, Spokane WA 99202 for ANCHOR BOLTS Delivery, TRAFFIC SIGNAL & LUMINAIRE STANDARD Delivery | I acknowledge |
| #2 | We (I) will deliver complete _____ days after receipt of order: | 140 |
| #3 | I understand that all FREIGHT CHARGES are the responsibility of the winning supplier. | I acknowledge |
| #4 | Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder | I acknowledge |
| CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT | | |
| | | |

| | | |
|---|--|---------------|
| #1 | <p>Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Bidder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.</p> | I acknowledge |
| #2 | City of Spokane Business Registration Number | Will advise |
| ADDITIONAL ITEMS | | |
| #1 | <p>The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.</p> | I acknowledge |
| PROPRIETARY INFORMATION/PUBLIC DISCLOSURE | | |
| #1 | <p>All materials submitted to the City in response to this competitive procurement shall become the property of the City.</p> | I Acknowledge |
| #2 | <p>All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.</p> | I Acknowledge |
| #3 | <p>When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.</p> | I Acknowledge |
| #4 | <p>The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.</p> | I Acknowledge |
| | | |

| | | |
|--------------------------------|--|---------------|
| MINORITY BUSINESS ENTERPRISE | | |
| #1 | Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women. | IS NOT |
| SMALL BUSINESS | | |
| #1 | Vendor (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration). | IS NOT |
| NON-COLLUSION | | |
| #1 | The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ | I certify |
| INTERLOCAL PURCHASE AGREEMENTS | | |
| #1 | The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute. | Yes |
| ACCEPTANCE PERIOD | | |
| #1 | Bids must provide sixty (60) days for acceptance by the City from the due date for receipt of Bids. | I acknowledge |
| CONTRACT PERIOD | | |
| | | |

| | | |
|----------------------|--|---------------|
| #1 | The contract shall begin upon approval by City Council and terminate one year from the date on the Value Blanket Order. Renewals or extensions are applicable on termination date. | I acknowledge |
| RENEWAL | | |
| #1 | Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The VB may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years. | I acknowledge |
| PRICING - FIRM PRICE | | |
| #1 | Pricing submitted on bid must be a firm price per unit and remain firm for first year of the original contract term. Upon renewal or the anniversary date the vendor can request price changes with adequate justification. | I acknowledge |
| PRICING DECREASES | | |
| #1 | During the contract period and any renewals thereof, price decreases at manufacturer's and wholesaler's levels shall be reflected in a contract price reduction to the Purchaser retroactive to the Vendor's effective date. | I acknowledge |
| DELIVERY DEFAULT | | |
| #1 | A. The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor. B. When items ordered are not delivered within the terms and time frame established by the contract, Purchaser may procure comparable units from another source and Vendor will be required to pay any differences in cost. | I acknowledge |
| PCB CERTIFICATION | | |
| #1 | In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels. | Yes |
| | | |

| | | |
|----------------------|---|---------------|
| #2 | As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)? | Yes |
| #3 | If so were PCBs found at a measureable level? | No |
| #4 | As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)? | No |
| #5 | If so attach the results or note from whom the results can be obtained. | |
| #6 | Do you have reason to believe the product contains measureable levels of PCBs? | No |
| #7 | Do you have reason to believe the product packaging contains measurable levels of PCBs? | No |
| GENERAL INSTRUCTIONS | | |
| #1 | The items to be furnished by the Bidder on this Quote must be of the latest possible design and production. | I acknowledge |
| #2 | Time is of the essence in the performance of this contract. | I acknowledge |
| #3 | Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product. | I acknowledge |
| #4 | The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City. | I acknowledge |
| #5 | The City reserves the right to accept or reject any part of or all Quotes and to accept the Quote deemed to be in the best interest of the City. | I acknowledge |
| #6 | The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City. | I acknowledge |
| #7 | Bidder should be aware that Quotes may be rejected if all questions are not completely and correctly answered. | I acknowledge |
| #8 | Safety Data Sheets (SDS) must be included with Bid Proposal forms if applicable. | I acknowledge |
| #8.1 | Upload Safety Data Sheets here if applicable | |
| | | |

| | | |
|--------------------------------|--|---|
| #9 | References are to be included with Bid Proposal forms. Bidder shall furnish names, addresses, telephone numbers, and email addresses of representatives of at least three companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two references which most nearly apply. References must be located in similar climates. | 1. Ada County 3775 Adams St, Garden City ID (208)-387-6192 Greg Fullerton gfullerton@achdidaho.org 2. City of Seattle 705th Ave Seattle, WA (206)-684-0383 Julie Salinas julie.salinas@seattle.gov 3. State of Utah PO box 143200 Salt Lake City, UT (801)-419-1462 Phillip Pettersson ppettersson@utah.gov |
| SPECIAL INSTRUCTIONS - GENERAL | | |
| #1 | Any questions regarding this Invitation to Bid must be submitted through the "Clarifications" tab. | I acknowledge |
| #2 | Supplier or freight line must give 48 hours notice before delivery to Byron Vasecka (509) 232-8801 to arrange for unloading. | I acknowledge |
| #3 | The traffic signal standards and luminaires must be bid in accordance with the specifications following in "Technical Specifications" section including all attached drawings. | I acknowledge |
| #4 | If the product differs from the provisions contained herein, these differences must be explained in detail. | I acknowledge |
| #5 | If the product differs from the provisions contained herein, these differences must be explained in detail. | I acknowledge |
| #6 | Suppliers found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc. | I acknowledge |
| #7. | Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design. | I acknowledge |
| #8 | The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified. | I acknowledge |
| #9 | Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications. | I acknowledge |

| | | |
|--------------------------|---|----------------|
| #10 | Federal and State laws governing this product and its final certification must be satisfied. | I acknowledge |
| #11 | It shall be the Supplier's responsibility to conform to all Federal Standards for certification. | I acknowledge |
| #12 | Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of the purchase order. | I acknowledge |
| #13 | Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote. | Yes |
| TECHNICAL SPECIFICATIONS | | |
| #1 | It is the intent of these specifications to describe Traffic Signal Standards and Luminaire Standards for the City of Spokane Street Department - Signal & Lighting Section. Note attached Standard Plans J-104, J-105, J-105A, J-105B, J-105C, J105D, J-120 and J-301A. These attached plans are in the Documents tab of this project and are hereby included in this bid by reference. The City of Spokane will determine if items bid meet minimum specifications and are acceptable based on evaluation of items bid and, if requested, samples or pictures. Failure to comply may be used as a basis for rejection of the bid. | I acknowledge |
| A. | Pole manufactures shall be pre-approved by WSDOT. | To Be Supplied |
| #A.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| B. | Pole manufacturers shall provide certified testing per AASHTO, Full-penetration groove welds shall be used for pole and arm sections joined by circumferential welds, and all welds shall be inspected. Inspection may be performed by nondestructive methods of radiography or ultrasonics. | To Be Supplied |
| #B.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| C. | One hundred percent of full-penetration groove welds and a random 25 percent of partial-penetration groove welds of longitudinal seams shall be inspected. Partial penetration groove welds may be inspected by magnetic particle. The signed inspection cards shall be included in paperwork presented with the delivery of the structures. | To Be Supplied |
| | | |

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|------|--|--|
| #C.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| D. | Pole manufacturers shall provide full mill certification package upon delivery. | To Be Supplied |
| #D.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| E. | Traffic signal standards shall be supplied with mast arms, luminaire arm(s), anchor bolts and required bolts, nuts, and washers as shown on the Traffic Signal Standard Plans. | To Be Supplied |
| #E.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| F. | Standards shall be fabricated from sheet steel conforming to the specifications of ASTM designation A572, Grade 50 or better. Base plates for signal standards shall conform to ASTM A 36. | Exceptions |
| #F.a | If you indicated exceptions to the above specification - describe here the exceptions. | Some material will be fabricated per ASTM A 595, Gr A, Grade 55. |
| G. | Silicon content of pole shaft shall be equal to or less than 0.06%. | To Be Supplied |
| #G.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| H. | Poles shall be designed to meet 1994 AASHTO criteria and an 80 MPH sustainable wind loading. | To Be Supplied |
| #H.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| I. | The pole shaft shall be formed into a continuously tapered round shaft with a continuous uniform taper of approximately 0.14 inches per foot, with only one longitudinal welded seam, and no more than three (3) transverse welds for 30 foot poles. | To Be Supplied |
| #I.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| J. | Standards with an outside diameter greater than 12 inches shall be round in shape but may be constructed as a multisided standard. Multisided standards shall have a minimum of 12 sides which shall be convex and shall have a minimum bend radius of 4 inches. | To Be Supplied |
| #J.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| K. | The pole shaft shall be straight with a permissive not to exceed one (1) inch measured at the midpoint in place and unloaded. | To Be Supplied |
| #K.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| | | |

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| L. | A maximum theoretical angular rotation of 1 degree, 40 minutes without wind load, will be permitted for poles and shall be measured with all signal heads, mast arms and luminaires in place. | To Be Supplied |
| #L.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| M. | Poles shall be hot dip galvanized after fabrication to conform to Specifications of ASTM designation A123. | To Be Supplied |
| #M.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| N. | The pole shaft shall contain a handhole with a reinforcing frame and cover. | To Be Supplied |
| #N.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| O. | A second handhold shall be installed above the mast arm connection. See Standard Plan J-105B. | To Be Supplied |
| #O.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| P. | The lower half of the hand hole's (at the base) reinforcing frame shall contain a 9/16 inch diameter hole tapped, with a stainless steel bolt and a stainless steel binding washer for connection of the grounding lug, for grounding purposes. | To Be Supplied |
| #P.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| Q. | The pole shaft, mast arm(s) shall be designed to support 3-section traffic signal heads weighing 60 pounds and having 9.2 square feet of wind area, and to support 5-section heads weighing 75 pounds and having 13.9 square feet of wind area, and to support two signs: first sign weighing 9 pounds and having 5.0 square feet of wind area, second sign weighing 43 pounds and having 24.0 square feet of wind area, and to support a video camera and Opticom pre-emption equipment. The pole shaft, luminaire arm(s) shall be designed to support luminaires weighing 35 pounds and having 2.5 square feet of wind area. See attached Standard Plans J-105A & J-105B. | To Be Supplied |
| #Q.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| R. | The location of the design load(s) are shown on the Traffic Signal Standard Plans J series. | To Be Supplied |
| #R.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| S. | Signal Mast arm shall have an end cup. | To Be Supplied |

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| #S.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| T. | Signal Mast arms shall be formed into a continuously tapered round shaft. | To Be Supplied |
| #T.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| U. | Signal Mast arms 50 feet and less in length shall be one piece. | To Be Supplied |
| #U.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| V. | Full base covers shall be provided. | To Be Supplied |
| #V.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| W. | Luminaire arms shall have a 2 inch tip tenon. | To Be Supplied |
| #W.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| X. | Anchor bolts shall be furnished with two nuts and two washers. | To Be Supplied |
| #X.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| Y. | Anchor bolts shall be hot-dipped galvanized for their entire length. | To Be Supplied |
| #Y.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| Z. | Bolts shall be designed in accordance with ASTM designation F1554 for bolts less than 1.75 inches in diameter and ASTM designation A449 for bolts equal to or greater than 1.75 inches. | To Be Supplied |
| #Z.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| AA. | Supplier shall furnish shop drawings and design calculations for approval by the City of Spokane except Type 1 Standards. | To Be Supplied |
| #AA.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| BB. | Anchor bolts for signal standards shall be delivered within thirty (30) days after receipt of order. | To Be Supplied |
| #BB.a | If you indicated exceptions to the above specification - describe here the exceptions. | |
| CC. | Acknowledge receipt and review of the following attached file: City of Spokane Standard Plan J-104. | I acknowledge |
| DD. | Acknowledge receipt and review of the following attached file: City of Spokane Standard Plan J-105. | I acknowledge |
| EE. | Acknowledge receipt and review of the following attached file: City of Spokane Standard Plan J-105A. | I acknowledge |
| | | |

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|--------------------|--|---|
| FF. | Acknowledge receipt and review of the following attached file: City of Spokane Standard Plan J-105B. | I acknowledge |
| GG. | Acknowledge receipt and review of the following attached file: City of Spokane Standard Plan J-105C. | I acknowledge |
| HH. | Acknowledge receipt and review of the following attached file: City of Spokane Standard Plan J-105D. | I acknowledge |
| II. | Acknowledge receipt and review of the following attached file: City of Spokane Standard Plan J-120. | I acknowledge |
| JJ. | Acknowledge receipt and review of the following attached file: City of Spokane Standard Plan J-301A. | I acknowledge |
| KK. | BUY AMERICA - Print out, sign or initial the Buy America document in the Documents tab and upload here. | Spokane Bid ITB _5680-22 Buy America.pdf |
| INTERPRETATION | | |
| #1. | If the Bidder discovers any errors, discrepancies or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order. | I acknowledge |
| WITHDRAWAL OF BIDS | | |
| #1. | Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of sixty (60) calendar days after the opening date. | I acknowledge |
| EVALUATION OF BIDS | | |
| #1. | Evaluation of Bids shall be based upon the following criteria, where applicable: | No |
| #a. | The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. | No |
| #b. | The quality of the items bid, their conformity to specifications and the purpose for which they are required. | No |
| #c. | The Bidder's ability to provide prompt and efficient service and/or delivery. | No |
| #d. | The character, integrity, reputation, judgment, experience and efficiency of the Bidder | No |
| #e. | The quality of performance of previous contracts or services. | No |
| | | |

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|-------------------------|--|---------------|
| #f. | The previous and existing compliance by the Bidder with the laws relating to the contract or services. | No |
| #g. | Uniformity or interchangeability. | No |
| #h. | The energy efficiency of the product throughout its life. | No |
| #i. | Any other information having a bearing on the decision to award the contract. | No |
| #i. | Any other information having a bearing on the decision to award the contract. | No |
| BIDDING ERRORS | | |
| #1. | Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid. | I acknowledge |
| BIDDER PREQUALIFICATION | | |
| #1. | The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown. | I acknowledge |
| REJECTION OF BIDS | | |
| #1. | The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown. | I acknowledge |
| AWARD OF CONTRACT | | |
| #1. | Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results. | I acknowledge |
| | | |

| ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD | |
|---|--|
| #1 | Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here. |

| Group | Reference Number | Description | Type | Unit Of Measure | Quantity | Unit Price | Ext Base Price | Comment |
|---|------------------|--|------|-----------------|----------|------------|----------------|---------|
| PRODUCT - QUANTITIES ARE ALL ESTIMATES ONLY BASED ON ANNUAL USAGE FOR EVALUATION PURPOSES. ORDERS WILL BE PLACED ON AN "AS NEEDED" BASIS DURING THE CONTRACT PERIOD. MAST ARM LENGTHS MAY CHANGE AFTER FINAL SIGNAL DESIGN. | | | | | | | | |
| | 1. | Traffic signal Standard, Type I, 10' Vertical Pole, 4: 3/4" bolt size, 8.5" bolt circle diameter, as specified in Attachment J-104 | Base | ea | 4.00 | \$840.00 | \$3,360.00 | |
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|----|---|------|----|------|------------|-------------|
| 2. | Traffic signal Standard, Type 2, 20' Vertical Pole, 20' Signal Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105A | Base | ea | 2.00 | \$6,000.00 | \$12,000.00 |
| 3. | Traffic signal Standard, Type 2, 25' Vertical Pole, 20' Signal Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105A | Base | ea | 4.00 | \$6,255.00 | \$25,020.00 |
| 4. | Traffic signal Standard, Type 2, 30' Vertical Pole, 20' Signal Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105A | Base | ea | 2.00 | \$6,630.00 | \$13,260.00 |
| 5. | Traffic signal Standard, Type 2, 20' Vertical Pole, 35' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A | Base | ea | 2.00 | \$7,770.00 | \$15,540.00 |

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|----|---|------|----|------|-------------|-------------|
| 6. | Traffic signal Standard, Type 2, 20' Vertical Pole, 40' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A | Base | ea | 0.00 | \$10,040.00 | \$0.00 |
| 7. | Traffic signal Standard, Type 2, 20' Vertical Pole, 45' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A | Base | ea | 1.00 | \$10,395.00 | \$10,395.00 |
| 8. | Traffic signal Standard, Type 2, 20' Vertical Pole, 50' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A | Base | ea | 0.00 | \$11,480.00 | \$0.00 |
| 9. | Traffic signal Standard, Type 2, 20' Vertical Pole, 55' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A | Base | ea | 0.00 | \$13,055.00 | \$0.00 |

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|-----|--|------|----|------|------------|-------------|
| 10. | Traffic signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 20' Signal Mast Arm, 20' | Base | ea | 1.00 | \$7,435.00 | \$7,435.00 |
| 11. | Luminaire Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105B | | | | | |
| | Traffic signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 25' Signal Mast Arm, 20' | Base | ea | 4.00 | \$7,595.00 | \$30,380.00 |
| | Luminaire Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105B | | | | | |

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|-----|---|------|----|------|-------------|-------------|
| 12. | <p>Traffic signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 30' Signal Mast Arm, 20'</p> | Base | ea | 4.00 | \$7,965.00 | \$31,860.00 |
| 13. | <p>Luminaire Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105B</p> | | | | | |
| | <p>Traffic signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 35' Signal Mast Arm, 20'</p> | Base | ea | 2.00 | \$10,315.00 | \$20,630.00 |
| | <p>Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B</p> | | | | | |

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|-----|--|------|----|------|-------------|-------------|
| 14. | Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 40' Signal Mast Arm, 20' | Base | ea | 2.00 | \$11,385.00 | \$22,770.00 |
| 15. | Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B | | | | | |
| 15. | Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 45' Signal Mast Arm, 20' | Base | ea | 0.00 | \$11,740.00 | \$0.00 |
| | Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B | | | | | |

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|-----|--|------|----|------|-------------|--------|
| 16. | <p>Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 50' Signal Mast Arm, 20'</p> | Base | ea | 0.00 | \$12,840.00 | \$0.00 |
| 17. | <p>Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 55' Signal Mast Arm, 20'</p> | Base | ea | 0.00 | \$14,490.00 | \$0.00 |

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|-----|---|------|----|------|-------------|-------------|
| 18. | <p>Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 60' Signal Mast Arm, 20'</p> | Base | ea | 0.00 | \$14,795.00 | \$0.00 |
| 19. | <p>Traffic Signal & Luminaire Standard, Type 4, 2.8.5' Vertical Pole with option of a 10', 15' or 20'</p> | Base | ea | 4.00 | \$3,295.00 | \$13,180.00 |

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| 20. | Traffic Luminaire Standard, 2.8.5' Vertical Pole with option of a 10', 15' or 20' Luminaire Mast Arm, 4: " bolt size, 11-0" to 11.5" bolt circle diameter, as specified in Attachment J-105C | Base | ea | 4.00 | \$2,635.00 | \$10,540.00 |
| 21. | Traffic RRFB/Speed Sign - Aerial Power Standard, 22.5' Vertical Pole 4: 1-1/4 " bolt size, 12.5" bolt circle diameter, as specified in Attachment J-301A | Base | ea | 8.00 | \$2,175.00 | \$17,400.00 |
| Total Base Bid | | \$233,770.00 | | | | |

BUY AMERICA:

In accordance with Buy America requirements contained in 23 CFR 635.410, the major quantities of steel and iron construction materials that is permanently incorporated into the project shall consist of American-made materials only. Buy America does not apply to temporary steel items, e.g., temporary sheet piling, temporary bridged, steel scaffolding and falsework.

Minor amounts of foreign steel and iron may be utilized in this project provided the cost of the foreign material used does not exceed one-tenth of one percent of the total contract cost of \$2,500.00, whichever is greater.

American-made material is defined as material having all manufacturing processes occurring domestically. To further define the coverage, a domestic product is a manufactured steel material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

If domestically produced steel billets or iron ingots are exported outside of the area of coverage, as defined above, for any manufacturing process then the resulting product does not conform to the Buy America requirements. Additionally, products manufactured domestically from foreign source steel billets or iron ingots do not conform to the Buy America requirements because the initial melting and mixing of alloys to create the material occurred in a foreign country.

Manufacturing begins with the initial melting and mixing, and continues through the coating stage. Any process, which modifies the chemical content, the physical size or shape, or the final finish, is considered a manufacturing process. The processes include rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action of applying a coating to steel or iron is deemed a manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or enhances the value of steel or iron. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron.

Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.

The following are considered to be steel manufacturing processes:

1. Production of steel by any of the following processes:
 - a. Open hearth furnace.
 - b. Basic oxygen.
 - c. Electric furnace.
 - d. Direct reduction.
2. Rolling, heat treating, and any other similar processing.
3. Fabrication of the products.
 - a. Spinning wire into cable or strand.
 - b. Corrugating and rolling into culverts.
 - c. Shop fabrication.

A certification of materials origin will be required for any item comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The certification shall be on DOT Form 350-109EF provided by the Engineer or such other form the Contractor chooses, provided it contains the same Information as DOT Form 350-190EF.

INITIAL IN THIS TABLE TO ACKNOWLEDGE COMPLIANCE AND UPLOAD IN THE SPACE PROVIDED IN THE "QUESTIONS" TAB OF THIS PROJECT.

MB

Committee Agenda Sheet [PIES]

| | |
|--|--|
| Submitting Department | Streets |
| Contact Name & Phone | Clint Harris – 509-625-7744 |
| Contact Email | ceharris@spokanecity.org |
| Council Sponsor(s) | Lori Kinnear |
| Select Agenda Item Type | X Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Value Blanket for Traffic Signal / Luminaire Standards |
| Summary (Background) | <p>This value blanket provides a streamlined means of ordering signal standards for street projects and/or maintenance replacements where vehicles damage or displace signal standards.</p> <ul style="list-style-type: none"> <i>This Value Blanket, replacing the one presented in February of this year, will cover both Federally funded and non-federally funded projects.</i> <i>Valmont Industries has been a reliable supplier of this material meeting delivery timelines laid out in the bid.</i> <i>Allows the ordering of signal standard up to a cumulative amount of \$255,000.00 including tax for 2/22-2/23.</i> <i>Signal Standards are paid for by project dollars or street Maintenance dollars already budgeted.</i> |
| Proposed Council Action & Date: | Consent approval for renewal, PIES 8/22/22 |
| Fiscal Impact: \$255,000.00 Total Cost: <u>\$255,000.00</u> Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time X Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time X Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

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

09/12/2022

Date Rec'd

8/23/2022

Clerk's File #

OPR 2022-0619

Renews #**Submitting Dept**

CONTRACTS & PURCHASING

Contact Name/Phone

THEA PRINCE 6403

Contact E-Mail

TPRINCE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

5500 MASTER VALUE BLANKET ORDER WITH FASTENAL FOR INVENTORY

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

In 2016 The City of Spokane issued an RFP for Inventory Management Services which included vending machines and products put into those machines which Fastenal was awarded. This will combine VB's used by multiple departments

Summary (Background)

In 2016 The City of Spokane issued an RFP for Inventory Management Services which included vending machines and products put into those machines which Fastenal was awarded. Several other departments have since piggybacked onto that and have also contracted with Fastenal for Inventory Management Services. The term of some of these VBs are nearing expiration and some are not. We would like to continue our relationship with Fastenal by accessing the already competed

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 650,000.00

various

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head** MURRAY, MICHELLE**Study Session\Other** PIES 8/22/22**Division Director** WALLACE, TONYA**Council Sponsor** CM Kinnear**Finance** BUSTOS, KIM**Distribution List****Legal** HARRINGTON,

tprince@spokanecity.org

For the Mayor ORMSBY, MICHAEL**Additional Approvals****Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

National IPA Contract #2018-000208 through Omnia Partners which Fastenal has been awarded. We would like to create one (1) master Value Blanket Order instead of having multiple VBs expiring at different times/years. The estimated annual expenditure for the five (5) departments that would be using this Master VB is estimated at \$650,000.00. The National IPA Omnia Partners contract runs through 6/30/23 with a renewal to 6/30/25. We would like to structure our Master VB to run through 6/30/25.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

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Distribution List

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Committee Agenda Sheet

PUBLIC INFRASTRUCTURE ENVIRONMENT AND SUSTAINABILITY

| | |
|--|---|
| Submitting Department | Purchasing & Contracts |
| Contact Name & Phone | Thea Prince 625-6403 |
| Contact Email | tprince@spokanecity.org |
| Council Sponsor(s) | CM Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Master Value Blanket Order with Fastenal for Inventory Management Services |
| Summary (Background) | <p>In 2016 The City of Spokane issued an RFP for Inventory Management Services which included vending machines and products put into those machines which Fastenal was awarded. Several other departments have since piggybacked onto that and have also contracted with Fastenal for Inventory Management Services. The term of some of these VBs are nearing expiration and some are not. We would like to continue our relationship with Fastenal by accessing the already competed National IPA Contract #2018-000208 through Omnia Partners which Fastenal has been awarded. We would like to create one (1) master Value Blanket Order instead of having multiple VBs expiring at different times/years. The estimated annual expenditure for the five (5) departments that would be using this Master VB is estimated at \$650,000.00. The National IPA Omnia Partners contract runs through 6/30/23 with a renewal to 6/30/25. We would like to structure our Master VB to run through 6/30/25.</p> |
| Proposed Council Action & Date: | Approve Master VB Brief 8/29/22- Approve 9/5/22 |
| Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Multiple Department Budgets Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? <div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div> | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <div style="border: 1px solid black; height: 100px; margin-top: 10px;"></div> | |

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?



Agenda Sheet for City Council Meeting of:
09/12/2022

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|-----------------------|---------------|
| Date Rec'd | 8/23/2022 |
| Clerk's File # | OPR 2022-0620 |
| Renews # | |

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|---------------------------|--|----------------------|--------------|
| Submitting Dept | SOLID WASTE DISPOSAL | Cross Ref # | |
| Contact Name/Phone | DAVID PAINE 625-6878 | Project # | |
| Contact E-Mail | DPAINE@SPOKANECITY.ORG | Bid # | IRFP 5632-22 |
| Agenda Item Type | Contract Item | Requisition # | CR 23928 |
| Agenda Item Name | 4490 CONTRACT FOR ANNUAL ULTRASONIC THICKNESS TESTING AT THE WTE | | |

Agenda Wording

Two-year contract award to Industrial Inspection Services (Brush Prairie, WA) for ultrasonic thickness testing at the WTE from Oct. 1, 2022 through Sep. 30, 2024 with an estimated annual cost not to exceed \$143,000.00 incl. tax.

Summary (Background)

The WTE requires ultrasonic thickness testing on the boiler tubes during maintenance outages, which allows for the repair and replacement of worn components, while retaining those that are not worn or damaged. On Jul. 8, 2022, bidding closed on IRFP 5632-22 for this testing and IIA Facility Services was the low-cost bidder. The contract award will be for two (2) years with the option of three (3) additional one-year renewals.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Budget Account

| | | |
|---------|-----------------------------|--------------------------------|
| Expense | \$ 30,000.00 (2022 Budget) | # 4490-44100-37148-54201-34002 |
| Expense | \$ 113,000.00 (2023 Budget) | # 4490-44100-37148-54201-34002 |
| Expense | \$ 143,000.00 (2024 Budget) | # 4490-44100-37148-54201-34002 |
| Select | \$ | # |

Approvals

Council Notifications

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|---------------------------------|----------------|-----------------------------------|--------------|
| <u>Dept Head</u> | AVERYT, CHRIS | <u>Study Session\Other</u> | PIES 8/22/22 |
| <u>Division Director</u> | FEIST, MARLENE | <u>Council Sponsor</u> | CM Kinnear |

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| <u>Finance</u> | ALBIN-MOORE, ANGELA | <u>Distribution List</u> |
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| <u>Legal</u> | HARRINGTON, MARGARET | mdorgan@spokanecity.org |
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| <u>For the Mayor</u> | PERKINS, JOHNNIE | jsalstrom@spokanecity.org |
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| <u>Additional Approvals</u> | tprince@spokanecity.org | |
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| <u>Purchasing</u> | PRINCE, THEA | rrinderle@spokanecity.org |
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| | | DocuSign: Jeffry Meiners, General Mgr. jeffrey.meiners@industrial-ia.com |
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Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

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| Submitting Department | Solid Waste Disposal |
| Contact Name & Phone | David Paine, 625-6878 |
| Contact Email | dpaine@spokanecity.org |
| Council Sponsor(s) | CM Lori Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Contract award for ultrasonic thickness testing at the WTE |
| Summary (Background) | <p>The WTE Facility requires ultrasonic thickness testing be performed on boiler tubes during each maintenance outage. Accurate thickness readings allow for the repair and replacement of worn components, while retaining those that are not worn or damaged.</p> <p>On July 8, 2022, bidding closed on IRFP 5632-22 for the Waste to Energy Facility's annual ultrasonic thickness testing. Two responses were received; IIA Facility Services (Brush Prairie, WA) and United Dynamics AT Corp. (Brooks, KY). IIA Facility Services was the low-cost bidder. The initial contract award will be for two (2) years with the possibility of three (3) one-year renewals. The contract will span from Oct. 1, 2022, through Sep. 30, 2024, with an estimated annual cost not to exceed \$143,000.00 including taxes. (\$286,000.00 for the two-year term).</p> |
| Proposed Council Action & Date: | Consent to proceed with contract award on 8/22/22. |
| Fiscal Impact: \$143,000.00 Total Cost: <u>\$286,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2022/2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | |

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The WTE is an integral part of the regional waste disposal system in support of the CP and SAP. The boiler tubes will wear over time. Periodic inspection using a method called ultrasonic thickness testing is how we determine and predict wear on the tubes. The data obtained from these inspections supports our efforts to properly plan for tube replacement.



City of Spokane

CONSULTANT AGREEMENT

**Title: ANNUAL ULTRASONIC
THICKNESS TESTING**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **INDUSTRIAL INSPECTION SERVICES**, whose address is 15801 NE 182nd Avenue, Brush Prairie, Washington 98806 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to perform Annual Ultrasonic Thickness Testing of the Boilers at the Spokane Waste-to-Energy Facility, and

WHEREAS, the Consultant was selected from IRFP 5632-22.

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 October 1, 2022, and ends on September 30, 2024, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed on an annual basis by written agreement of the parties not to exceed three (3) additional one year renewals.

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 the City's Informal Request for Proposal, and in Consultant's Response dated June 8, 2022 which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this 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 annual compensation for Consultant's services under this Agreement shall not exceed **ONE HUNDRED FORTY-THREE THOUSAND AND NO/100 DOLLARS (\$143,000.00)**, per year, 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 Consultant shall submit its applications for payment to Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd., Spokane, Washington 99224. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant 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 subconsultants.
- 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 markup. 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 firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant shall 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 to the extent caused by 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 RCW Title 48;

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

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

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 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 -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.

12. DEBARMENT AND SUSPENSION.

The Consultant 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 Consultant'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 Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant 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 subconsultants 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 an Exhibit. 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 Agreement, 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.

INDUSTRIAL INSPECTION SERVICES

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 Response dated June 8, 2022

22-152

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

Bid Response Summary

Bid Number IRFP 5632-22
Bid Title Annual Ultrasonic Thickness Testing (UT)
Due Date Friday, July 8, 2022 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company brian.cleys@industrial-ia.com
Submitted By brian.cleys@industrial-ia.com brian.cleys@industrial-ia.com - Friday, June 10, 2022 11:14:17 AM [(UTC-08:00) Pacific Time (US & Canada)]
brian.cleys@industrial-ia.com

Comments**Question Responses**

| Group | Reference Number | Question | Response |
|---------------------------|------------------|---|---------------------------|
| PROPOSER ACKNOWLEDGMENTS: | | | |
| | 1 | Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued): | 0 |
| | 2 | Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood. | I agree and I acknowledge |
| | 3 | Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted. | AGREED AND ACKNOWLEDGED |
| | 4 | Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements. | I agree and I acknowledge |
| | 5 | Proposer confirms that it meets the minimum requirements as follows: The Firm or Consultant team must have qualified employees with five (5) years of experience in each category of Multidisciplinary Plan Review which includes qualified individuals in structural, building, plumbing, electrical, mechanical, and energy plan review. The Firm or Consultant team can include subcontractors to meet this requirement. | YES - CONFIRMED |
| | 6 | Proposer has included Letter of Submittal with Proposal combined into one document per Section 4 "Proposal Content" instructions. | YES |
| | 7 | Proposer acknowledges and agrees with Paragraph 5.4 Award/Rejection of Proposal/Contract. | AGREED AND ACKNOWLEDGED |
| | | | |

| | | |
|----------------------|---|--|
| 8 | Provide the name, phone number and email address for point of contact person regarding this Proposal. | Jeff Meiners 360.601.4585 |
| 9 | Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City. | Jeff Meiners 360.601.4585 Jeffery.meiners@industrial-ia.com |
| DOCUMENTS TO UPLOAD: | | |
| 1 | Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item. | IIA Spril 2022 Proposal.pdf |
| 2 | Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item. | |
| 3 | Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item. | IIA Facility Services 2022 Rate Sheet_r1.1.pdf |
| 4 | Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item. | |



IIA Facility Services

15801 NE 182nd Avenue

Brush Prairie, WA 98606

Tel 1-800-735-7343

LETTER OF SUBMITTAL

RFP NUMBER: #5632-22

**To: City of Spokane – Purchasing
4th Floor – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201**

**From: IIA Facility Services
15801 NE 182nd Avenue
Brush Prairie, WA 98606
A Washington Corporation**

We will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

Sincerely,
IIA Facility Services

Brian F. Cleys

Brian F. Cleys
Director of Sales



IIA Facility Services

Brush Prairie, WA 98606

Tel 1-800-735-7343

15801 NE 182nd Avenue

June 8, 2022

Rick Rinderle, C.P.M.

Buyer

City of Spokane Solid Waste Disposal

2900 South Geiger Blvd

Spokane WA 99224-5400

Phone 509.625.6527

RRinderle@spokanecity.org

Dear Rick,

Thank you for the opportunity to provide an estimate to inspect the Boilers at the Spokane Waste-to-Energy Facility. The time and materials estimate to perform the inspections per the request for quotation amounts to \$26,500.00 per boiler.

These estimates include the cost of all-necessary manpower, equipment, travel, per diem and formal reporting. Should both boilers be inspected back-to-back without the need for a second mobilization / demobilization the cost would be proportionally less.

The inspection will include a thorough visual and ultrasonic inspection for the number of shifts (two [2] days and two [2] night shifts) detailed in the request for quotation. We have allowed for one supervisor / data manager and two (2) technicians per shift.

Most of the inspections we have performed in the recent past have only required three (3) shifts to complete. The cost to perform the inspections based upon three (3) shifts amounts to \$23,500.00.

A formal report including a written summary along with photo documentation, color graphic drawings of inspection areas with color-coded data laid will be submitted upon completion of the inspection(s). We have figured on providing field reports by 8:00 AM each morning of the shutdown.

Technical Proposal:

Per the request for quote the following is included:



I/A Facility Services

15801 NE 182nd Avenue

Brush Prairie, WA 98606

Tel 1-800-735-7343

Ultrasonic Testing Services To Include But Not Limited To:

- Contactor shall provide five (5) person crew consisting of one (1) project manager/data manager and four (4) UT technicians; working 4 consecutive shifts
- UT testing will be conducted with specific areas determined on site by Spokane City Personnel.
- The UT testing will consist of scanning each tube for the lowest reading.
- Prior to leaving site, provide Spokane city personnel with a hard and soft copy of field draft maps of all areas where UT testing was performed
- Provide all print outs for Super heat tube pendants of all readings and elevations

Project Approach/Methodology

The inspection will include thorough visual inspection and ultrasonic remaining thickness readings in the furnace, superheater, convection pass areas and related boiler auxiliaries as agreed upon between the City of Spokane and I/A Facility Services. We will arrive with all full face respirators, Tyvek coveralls, PPE and needed test equipment ready to begin work as soon as allowed to enter the boiler.

Work Plan / Project Schedule

We have based this estimate upon performing the inspections during four (4) consecutive shifts during the normal work week (Monday through Friday) as requested in the request for quote. We will stay in contact with the designated plant representative to determine the exact start date and time and begin the around the clock coverage as soon as allowed.

Project Schedule

The Schedule will be arranged between the City of Spokane and I/A Facility Services prior to each shutdown.

Project Deliverables

The report will be produced on-site and will include a written summary along with any accompanying photo documentation and color graphic drawings. The report will also be provided in electronic format.



IIA Facility Services

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Brush Prairie, WA 98606

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Management Proposal:

Project Team Structure

The project will be staffed by one (1) project supervisor / data manager, two (2) lead technicians and two (2) technicians. The project supervisor / data manager will work day shift and attend the morning meetings and have the data from the previous shift ready by 8:00 AM. The data manager will also submit the results of the day shifts inspections at the end of day shift or more often if findings warrant.

Internal Controls

Inspection and testing will be performed in accordance with applicable industry codes and standards and IIA Facility Services quality control manual.

Staff Qualifications/Experience

All of IIA Facility Services service engineers and Level III's have 20 + years of experience as well as extensive knowledge about the inspection and operation and function of deaerator vessels. Our lead technicians have a decade or more of experience. In addition we have many years of experience at the Spokane Waste-to-Energy Facility.

Experience of the Firm

IIA Facility Services (formerly 5 Star Testing, Inc.) was established in 1990 and has specialized in inspecting power plant equipment since our founding. We have extensive knowledge of deaerator vessels and have inspected the deaerator vessel at the Spokane Waste to Energy Facility multiple times.

References

Forrest McKinney
2900 S Geiger Blvd
Spokane, WA 99224
Phone 509-625-6520
fmckinney@spokanecity.org



15801 NE 182nd Avenue

I/A Facility Services
Brush Prairie, WA 98606

Tel 1-800-735-7343

Assumptions

I/A Facility Services assumes no standby time will be required on the above-outlined projects. Standby time may increase the cost to perform the inspections described above. Although we generally anticipate some minor delays, it is impossible to factor in longer delays - (those that are measured in hours, as opposed to minutes).

Thank you for this opportunity. We have endeavored to address all items in the request for proposal. If you have any questions or if I can be of further assistance, please give us a call at 800-735-7343.

Sincerely,
I/A Facility Services

Brian F. Cleys

Brian F. Cleys
Director of Sales

Industrial Inspection & Analysis (I/A) Companies' Standard Terms & Conditions

Scope. Company agrees to perform the services as described in the enclosed proposal which incorporates these standard terms and conditions (the "Services"). Unless the parties agree in writing, the duties of Company shall not exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by the Customer, shall constitute a binding agreement on both parties (the "Agreement").

Compensation. Unless Company and Customer agree otherwise in writing, Customer agrees to pay all undisputed invoice amount(s) thirty (30) days after receipt of the invoice. Quoted prices will expire 60 days after the quote.

Warranty.

Company warrants that it will provide the Services in accordance with accepted professional practices at the time of performance, but Company makes no guaranties or warranties in connection with the supervision, performance or technical direction of work performed by the Customer or others. If Company receives written notice of breach of this warranty within one year after performance of the Services in question, Company shall arrange for the re-performance of such services. SUCH REPERFORMANCE SHALL BE THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY UNDER THIS PROPOSAL.

Company shall have no obligation for breach of warranty (i) if the Customer fails to utilize the Services in accordance with (A) generally approved, industry practices, (B) the provisions set forth in this document, or (C) the provisions of any instructions furnished to the Customer; (ii) if the Customer fails to notify Company in writing as soon as any alleged breach of warranty becomes apparent; or (iii) unless, within a reasonable time after Customer gives notice of a breach of warranty, Company gains unobstructed access to the location in question, in such a way as to permit it to perform its warranty obligations during its normal business hours.

THE EXPRESS WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY. THE CUSTOMER'S EXCLUSIVE REMEDIES ARE COMPANY'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH DEFECTIVE GOODS OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THOSE STATED IN THIS PROVISION.

Cancellation by Customer. A contract may be cancelled by Customer only upon written notice to the Company and payment of reasonable expenses already incurred or committed to prior to the receipt of notice of termination.

Force Majeure. Company shall not be liable for its failure to perform hereunder or for any loss or damage to any failure or delay from any cause beyond the reasonable control of Company.



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This includes, but is not limited to: war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding any party from performing its respective obligations under the contract.

Indemnification. Customer agrees to indemnify, defend, and hold harmless Company from and against any claims, damages, losses, and costs, including, but not limited to, attorneys' fees and litigation costs, to the extent relating in any way to the products and work referred to in this document and arising out of or alleged to arise out of or result from:

the breach of this Agreement, negligence, or willful misconduct of Customer in connection with the work described in this Agreement;

violation of intellectual property rights of Customer and any third party; or

injury of persons or damage to property except to the extent such damage or injury is caused by and would not have occurred but for Company's failure to perform the Services in accordance with accepted professional practices at the time of performance..

Subcontracts. Company shall be entitled, in its discretion, to subcontract any portion of work to be performed under this agreement, with the exception of any work which will be accredited to either ISO/IEC 17025 or ISO/IEC 17065, wherein the customer's approval is required prior to subcontracting.

Assignment. This Agreement may not be assigned or transferred by either party, except to a parent, subsidiary, or affiliate thereof, without the prior written consent of the other party, which consent must not be unreasonably withheld. Company shall have the ability to transfer this Agreement or any Work Order to and among its affiliates without the consent of the Customer, with the exception of any work which will be accredited to either ISO/IEC 17025 or ISO/IEC 17065, wherein the customer's approval would be required prior to assignment. An upper-tier transfer, sale, merger, or consolidation shall not trigger any transfer or assignment restriction in this Agreement.

Work Product. Company and Customer acknowledge that Company's work product submitted in performance of this Agreement is intended only for the scope of work covered by this Agreement. Change, alteration, or reuse of the work product for another project shall be at Customer's sole risk, and Customer shall hold harmless and indemnify Company against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

No Benefit for Non-Parties. The services to be performed by Company are intended solely for the benefit of Customer and no right or benefit is conferred on, nor is any contractual relationship established, with any person not a party to this Agreement.

Integration and Severability. This Agreement represents the entire understanding of Customer and Company as to the matters described herein. No prior oral or written understanding shall be enforceable regarding the matters covered herein. This Agreement may not be modified or altered except with a writing signed by both parties. If any part of the Agreement is found to be in conflict with applicable law, such part shall be considered inoperative, null and void, but the remainder of the Agreement shall stay in full force and effect.



IIA Facility Services 2022 Rate Schedule

The below IIA Facility Services, LLC. (IIAFS) rates are effective for all non-nuclear sites in the continental United States. All rates are in accordance with the standard IIA Facility Services, LLC. Terms and Conditions as contained in Attachment I IIA Facility Service LLC – Terms & Conditions. For performance of services, purchase orders should be issued to IIA Facility Services, LLC. with reference to the rates and terms as defined in IIAFS-SRS-001 Revision 1. Rates are subject to change without notice.

Labor Rates

| Rate Classification | | Straight Time Rate | Over Time Rate | Double Time Rate |
|---|---------------------------|--------------------|----------------|------------------|
| Project Manager (Onsite and Remote) | | \$145.00 | \$205.00 | \$260.00 |
| Site Lead / Supervisor | | \$115.00 | \$160.00 | \$210.00 |
| Advanced NDE Consultant | | \$220.00 | \$308.00 | \$396.00 |
| ASNT NDE Level III (Training & Quality Assurance) | | \$210.00 | \$293.00 | \$376.00 |
| Level III Technician (All disciplines) | | \$145.00 | \$205.00 | \$260.00 |
| Encoded PAUT / TOFD | Level II Technician | \$182.00 | \$255.00 | \$328.00 |
| | Level I Technician | \$94.00 | \$130.00 | \$170.00 |
| NON-Encoded PAUT / TOFD | Level II Technician | \$138.00 | \$193.00 | \$248.00 |
| | Level I Technician | \$94.00 | \$130.00 | \$170.00 |
| MT & PT | Level II Technician | \$105.00 | \$145.00 | \$190.00 |
| | Level I Technician | \$94.00 | \$130.00 | \$170.00 |
| UT Thickness Only | Level III Technician | \$105.00 | \$145.00 | \$190.00 |
| Guided Wave Testing | Level II Technician | \$182.00 | \$255.00 | \$328.00 |
| AUT Corrosion Mapping | Level II / III Technician | \$138.00 | \$193.00 | \$248.00 |
| Conventional UT / Shear Wave | Level II Technician | \$138.00 | \$193.00 | \$248.00 |
| Traditional Tubular Eddy Current | Level II Technician | \$138.00 | \$193.00 | \$248.00 |
| Pulsed Eddy Current | Level II Technician | \$138.00 | \$193.00 | \$248.00 |
| API Inspector | Level II Technician | \$145.00 | \$205.00 | \$260.00 |
| ACFM | Level II Technician | \$150.00 | \$209.00 | \$268.00 |
| Certified Welding Inspector (CWI) | Technician | \$145.00 | \$205.00 | \$260.00 |
| Ground Penetrating Radar (GPR) | Technician | \$165.00 | \$231.00 | \$297.00 |
| Subcontracted / Third Party Services | | Cost Plus 25% | | |

Visual Inspection Solution Labor Rates

| Description of Work | Weekday Rate | Saturday Rate | Sunday / Holiday Rate |
|---|---------------|---------------|-----------------------|
| One person (Lead Technician) for Non-Ex Push Camera RVI Inspection including all equipment and reporting for 10 hours per day. | \$3,750 / day | \$4,500 / day | \$5,200 / day |
| Two Person Crew (Lead Technician and Assistant Technician) for Non-Ex Push Camera RVI Inspection including all equipment and reporting for 10 hours per day. | \$4,100 / day | \$5,100 / day | \$6,100 / day |
| Two Person Crew (Lead Technician and Assistant Technician) for Ex/IS Push Camera RVI Inspection including all equipment and reporting for 10 hours per day. | \$4,590 / day | \$5,900 / day | \$7,000 / day |
| Two Person Crew (Lead Technician and Assistant Technician) for Non-Ex Pipeline Crawler RVI Inspection including all equipment and reporting for 10 hours per day. | \$5,500 / day | \$6,700 / day | \$7,900 / day |



| | | | |
|---|---------------------|----------------------|------------------------------|
| Two Person Crew (Lead Technician and Assistant Technician) for Ex Pipeline Crawler RVI Inspection including all equipment and reporting for 10 hours per day. | \$6,000 / day | \$7,500 / day | \$8,700 / day |
| Three Person Crew (Lead Technician and Two Assistant Technicians) for Ex Pipeline Crawler RVI Inspection including all equipment and reporting for 10 hours per day. | \$6,700 / day | \$8,100 / day | \$9,500 / day |
| Description of Work | Weekday Rate | Saturday Rate | Sunday / Holiday Rate |
| Two Person Crew (Lead Technician and Assistant Technician) for RVI Inspection plus Retrieval job including all equipment and reporting for 10 hours per day. | \$6,700 / day | \$8,000 / day | \$9,500 / day |
| Three Person Crew (Lead Technician and Two Assistant Technician) for an Emergency RVI Inspection plus Retrieval job including all equipment and reporting for 10 hours per day. | \$7,900 / day | \$9,700 / day | \$11,400 / day |
| For all hours greater than the listed 10 hours per day. | \$700.00 / hour | \$700.00 / hour | \$700.00 / hour |

Travel / Expense Rates

| Travel Item | Rate |
|--|---------------|
| Per Diem per technician (Meals, Phone Calls, Incidentals) | \$85.00 / day |
| Mileage (Service Truck / Vehicle) Portal to Portal | \$1.00 / mile |
| Mileage (CCTV Vehicle or Vehicles Pulling Trailers) Portal to Portal | \$1.75 / mile |
| Airfare, Hotel / Lodging, and Rental Vehicle | Cost Plus 25% |

Rate Definitions

Straight Time (ST): The first eight (8) hours worked Monday through Friday, excluding US Federal holidays.

Over Time (OT): All hours worked past eight (8) hours Monday through Friday, all day Saturday, and call-out work outside of the normal workday (800 AM to 500 PM Monday through Friday).

Double Time (DT): All hours worked on Sundays, US Federal holidays, any hours worked past twelve (12) hours Monday through Saturday, and all hours beyond 16 hours in any 24 hour period Monday through Friday.

Travel Time (TT): All travel hours will be billed at the applicable rate based on the day traveled.

Daily Expenses (Per Diem): All-inclusive fee to cover daily meals and incidentals related to travel.

Additional Labor & Expense Charges / Clarifications

1. Additional skillsets not listed above will be quoted as needed / required by a given work scope.
2. All time worked on board any sea going vessel will have an additional charge of \$10.00 per hour to the applicable published rate.
3. Short notice / expedited field service requests during peak workload times may have the following charges: Requests with less than a five (5) calendar days of notice will have an additional charge of 15% to the published rate for all labor and tooling for the first five (5) days of site activities. Requests received with less than 24 hours of notice will have an additional charge of 25% to the published rate for all labor and tooling for the first five (5) days of site activities.

Labor Assumptions

1. The minimum daily labor charge is 4 hours per the applicable published rate.
2. Travel time and expenses will be charged from the home location to the destination location (Portal to Portal).
3. All site required safety training will be billed at the applicable rate as listed in the current published rates.
4. Where Prevailing Wage Rates are required by law, Prevailing Wage Rates will over-ride applicable rates and expenses as listed in this document and will be given upon request. All other rates, charges, and / or assumptions will remain.
5. Where a night shift is utilized, night shift personnel shall be given one shift roll-over at the equivalent time of the previous worked day shift.
6. A Lead Technician may be placed on all projects greater than 4 people and a Project Manager on all jobs greater than 10 people.



Equipment / Tooling Rates

Additional equipment or tooling not listed above (i.e. diagnostic tools, crane, forklift, etc.) will be quoted as needed / required by a given work scope. The minimum freight / delivery charge for any shipment is \$50.00.

| Equipment / Item | Daily Rate |
|---|---------------|
| Digital Thickness Gauges with Accessories | \$25.00 |
| Shearwave Flaw Detector | \$125.00 |
| AUT Equipment with Accessories | \$500.00 |
| AUT High Temp / Low Temp Equipment with Accessories | \$500.00 |
| TOFD-Equip with Accessories | \$500.00 |
| Guided Wave - Equip with Accessories | \$625.00 |
| Phased Array Manual- Equip with Accessories | \$325.00 |
| Phased Array Sim-automated / Encoded- Equip with Accessories | \$500.00 |
| Phased Array Automated / Encoded- Equip with Accessories | \$625.00 |
| Eddy Current Equipment | \$500.00 |
| AUBT Back Scatter only System | \$500.00 |
| AUBT Back scatter and velocity Ratio System | \$625.00 |
| A/C Yoke with Accessories | \$25.00 |
| Small Outage Trailer with General Tooling | \$225.00 |
| Small Outage Toolbox | \$50.00 |
| Pulsed Eddy Current Equipment | \$1,250.00 |
| Ferroscope & Eddy Current Equipment | \$500.00 |
| LPA Equipment | \$325.00 |
| Borescope & Eddy Current Equipment | \$250.00 |
| Tower climbing & Emergency Rescue Equipment (2 Person Crew) | \$95.00 |
| Miscellaneous Consumables Fee (Gloves, Dust Masks, Markers, Batteries, PPE, etc.) | \$15.00 |
| Penetrant, Developer, Cleaner, RT Film, Eddy Current Probes / Calibration Standards | Cost Plus 25% |

| Videoscopes <i>(Includes Digital Capture and Display)</i> | Daily Rate | Weekly Rate | Monthly Rate |
|--|------------|-------------|--------------|
| 4mm x 1.5m | \$395.00 | \$1,580.00 | \$4,740.00 |
| 6mm x 1.5m | \$395.00 | \$1,580.00 | \$4,740.00 |
| 6mm x 3m | \$395.00 | \$1,580.00 | \$4,740.00 |
| 6mm x 5m | \$450.00 | \$1,800.00 | \$5,400.00 |
| 6mm x 7.5m | \$500.00 | \$2,000.00 | \$6,000.00 |
| 8mm x 1.5m | \$395.00 | \$1,580.00 | \$4,740.00 |
| 8mm x 3.m | \$395.00 | \$1,580.00 | \$4,740.00 |
| 8mm x 7.5m | \$500.00 | \$2,000.00 | \$6,000.00 |
| Vizzar 6mm x 15M | \$650.00 | \$2,600.00 | \$7,800.00 |



| Push Cameras <i>(Includes Digital Capture)</i> | Daily Rate | Weekly Rate | Monthly Rate |
|--|-------------------|--------------------|---------------------|
| Pearpoint P330 200' | \$395.00 | \$1,580.00 | \$4,740.00 |
| Pearpoint P330 300' | \$450.00 | \$1,800.00 | \$5,400.00 |
| Pearpoint P571 4" Lines and Up x 300' | \$450.00 | \$1,800.00 | \$5,400.00 |
| Pearpoint P374 200' | \$550.00 | \$2,200.00 | \$6,600.00 |
| InsightVision Micro-Cam 7/8" x 150' | \$395.00 | \$1,580.00 | \$4,740.00 |
| InsightVision 1.3" Self Leveling x 200' & 300' | \$445.00 | \$1,780.00 | \$5,340.00 |
| IBAK Push Camera Pan & Tilt 196' | \$750.00 | \$3,000.00 | \$9,000.00 |
| IBAK Push Camera EEX PT 196' | \$850.00 | \$3,400.00 | \$10,200.00 |
| Sidewinder 100' | \$300.00 | \$1,200.00 | \$3,600.00 |

| Pipe Line Crawlers | Daily Rate | Weekly Rate | Monthly Rate |
|---|-------------------|--------------------|---------------------|
| 4" - 36" Pipelines x 656' - Pan Tilt Camera | \$950.00 | \$3,800.00 | \$11,400.00 |
| 4" - 36" Pipelines x 656' - EEX Pan Tilt Camera | \$1,250.00 | \$5,000.00 | \$15,000.00 |
| 6" - 72" Pipelines x 656' - PTZ Camera and Scissor Lift | \$1,250.00 | \$5,000.00 | \$15,000.00 |
| 6" - 72" Pipelines x 656' - EEX PTZ Camera and Scissor Lift | \$1,550.00 | \$6,200.00 | \$18,600.00 |

| Vessel Inspection | Daily Rates | Weekly Rate | Monthly Rate |
|--|--------------------|--------------------|---------------------|
| IBAK Orion2 3/8" Pan Tilt Camera x 656' Drop Cable | \$695.00 | \$2,780.00 | \$8,340.00 |
| 2 3/8" EEX Pan Tilt Camera x 656' Drop Cable | \$795.00 | \$3,180.00 | \$9,540.00 |
| IBAK Orpheus 4 1/2" Pan, Tilt, Zoom, LASER x 656' Drop Cable | \$795.00 | \$3,180.00 | \$9,540.00 |
| 4 1/2" EEX Pan, Tilt, Zoom, LASER x 656' Drop Cable | \$895.00 | \$3,580.00 | \$10,740.00 |
| 1.5" Pole Camera up to 11' Pole – Snake Eye | \$75.00 | \$300.00 | \$900.00 |
| 1.5" Camera for depths of 500' | \$300.00 | \$1,200.00 | \$3,600.00 |

Equipment & Tooling Assumptions

1. Additional equipment or tooling not listed above (i.e. diagnostic tools, crane, forklift, etc.) will be quoted as needed / required by a given work scope.
2. The minimum freight / delivery charge for any shipment is \$50.00. All freight will be cost plus 25%.
3. Cancellations received less than 48 hours prior to the established mobilization date may receive a charge of one day rental or 25% of the total estimated project rental fee, whichever is greater. If the cancelled tooling was already delivered or enroute to the given work site, transportation costs will be invoiced based on this rate sheet.



Assumptions & Clarifications

- Any delays due to customer unit availability, operations, and / or work schedule changes will be considered outside of the scope of work and invoiced at the applicable rate.
- Customer will provide all SDS (Safety Data Sheets) and / or MSDS (Material Safety Data Sheets) for equipment being serviced as required.
- Customer will provide a single point of contact for each work scope execution related items such as schedule, equipment needs, safety, and other items as they pertain to the quoted work scope.
- Customer will provide at least forty-five (45) days of notice prior to commencement of site service activities. IIAFS will do all to accommodate shorter lead times however, may not be able to respond due to man loading due to other site service work.
- Customer should provide office space with appropriate telephone, fax, and internet connection for site personnel.
- Customer will provide all work permits and any applicable auxiliary site services for these permits such as extended shift fire watches, hydroblasted work areas, etc.
- Customer will provide shop service connections as required for site equipment. If unable to provide, IIAFS will provide at an additional cost.
- Customer will provide first aid, fire, and other emergency services.
- Customer will dispose of all associated waste from site service activities.

Attachment I IIA Facility Service LLC – Terms & Conditions

Scope. Company agrees to perform the services as described in the enclosed proposal which incorporates these standard terms and conditions. Unless the parties agree in writing, the duties of Company shall not exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by the Customer, shall constitute a binding agreement on both parties (the “Agreement”).

Compensation. Unless Company and Customer agree otherwise in writing, Customer agrees to pay all undisputed invoice amount(s) thirty (30) days after receipt of the invoice. Quoted prices will expire 60 days after the quote.

Warranty.

- (a) Company warrants that it will provide the Services in accordance with accepted professional practices at the time of performance, but Company makes no guaranties or warranties in connection with the supervision, performance or technical direction of work performed by the Customer or others. If Company receives written notice of breach of this warranty within one year after performance of the Services in question, Company shall arrange for the re-performance of such services. SUCH REPERFORMANCE SHALL BE THE CUSTOMER’S EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY UNDER THIS PROPOSAL.
- (b) Company shall have no obligation for breach of warranty (i) if the Customer fails to utilize the Services in accordance with (A) generally approved, industry practices, (B) the provisions set forth in this document, or (C) the provisions of any instructions furnished to the Customer; (ii) if the Customer fails to notify Company in writing as soon as any alleged breach of warranty becomes apparent; or (iii) unless, within a reasonable time after Customer gives notice of a breach of warranty, Company gains unobstructed access to the location in question, in such a way as to permit it to perform its warranty obligations during its normal business hours.
- (c) THE EXPRESS WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY. THE CUSTOMER’S EXCLUSIVE REMEDIES ARE COMPANY’S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH DEFECTIVE GOODS OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THOSE STATED IN THIS PROVISION.

Cancellation by Customer. A contract may be cancelled by Customer only upon written notice to the Company and payment of reasonable expenses already incurred or committed to prior to the receipt of notice of termination.

Force Majeure. Company shall not be liable for its failure to perform hereunder or for any loss or damage to any failure or delay from any cause beyond the reasonable control of

Company. This includes, but is not limited to: war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding any party from performing its respective obligations under the contract.

Indemnification. Customer agrees to indemnify Company from any claims, damages, losses, and costs, including, but not limited to, attorneys’ fees and litigation costs, to the extent caused by the breach of this Agreement, negligence, or willful misconduct of Customer in connection with the work described in this Agreement. Additionally, Customer agrees to defend, indemnify and hold Company harmless for all claims of violation of intellectual property rights of Customer and any third party relating in any way to the products and work referred to in this document.

Subcontracts. Company shall be entitled, in its discretion, to subcontract any portion of the work to be performed under this Agreement.

Assignment. This Agreement may not be assigned or transferred by either party, except to a parent, subsidiary, or affiliate thereof, without the prior written consent of the other party, which consent must not be unreasonably withheld. Company shall have the ability to transfer this Agreement or any Work Order to and among its affiliates without the consent of the Customer. An upper-tier transfer, sale, merger, or consolidation shall not trigger any transfer or assignment restriction in this Agreement.

Work Product. Company and Customer acknowledge that Company’s work product submitted in performance of this Agreement is intended only for the scope of work covered by this Agreement. Change, alteration, or reuse of the work product for another project shall be at Customer’s sole risk, and Customer shall hold harmless and indemnify Company against all losses, damages, costs and expense, including attorneys’ fees, arising out of or related to any such unauthorized change, alteration or reuse.

No Benefit for Non-Parties. The services to be performed by Company are intended solely for the benefit of Customer and no right or benefit is conferred on, nor is any contractual relationship established, with any person not a party to this Agreement.

Integration and Severability. This Agreement represents the entire understanding of Customer and Company as to the matters described herein. No prior oral or written understanding shall be enforceable regarding the matters covered herein. This Agreement may not be modified or altered except with a writing signed by both parties. If any part of the Agreement is found to be in conflict with applicable law, such part shall be considered inoperative, null and void, but the remainder of the Agreement shall stay in full force and effect.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2022

8/22/2022

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

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

| | | | |
|--|---|------------------------|---------------|
| PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600 | CONTACT NAME: | FAX (A/C, No): | |
| | PHONE (A/C, No, Ext): | E-MAIL ADDRESS: | |
| INSURED 1497115 Industrial Inspection & Analysis Inc. 3550 Lenox Road NE, Suite 1525 Atlanta, GA 30326 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Crum & Forster Specialty Insurance Co | | 44520 |
| | INSURER B: Hartford Underwriters Insurance Company | | 30104 |
| | INSURER C: Hartford Casualty Insurance Company | | 29424 |
| | INSURER D: RSUI Indemnity Company | | 22314 |
| | INSURER E: | | |
| INSURER F: | | | |

COVERAGES**CERTIFICATE NUMBER:** 18811416**REVISION NUMBER:** XXXXXXXX

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|--|--------------------------|--------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | N | EPK-138217 | 12/31/2021 | 12/31/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY D <input checked="" type="checkbox"/> \$1000 Ded. Comp/Coll | Y | N | 20 AB EH8093 (HI Only) 20 UEN EH8092 NHA096505 | 12/31/2021 12/31/2021 | 12/31/2022 12/31/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Excess Auto \$ 5,000,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | N | N | EFX-119505 | 12/31/2021 | 12/31/2022 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A | N | N | 20 WE AP5RLZ | 12/31/2021 | 12/31/2022 | <input checked="" type="checkbox"/> PER STATUTE <input 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 |
| A | Contractors Pollution Professional - E&O | N | N | EPK-138217 | 12/31/2021 | 12/31/2022 | \$1,000,000 \$1,000,000 |

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

Umbrella Liability EFX-119505 provides \$5M over auto - Excess Auto Liability NHA096505 provides \$5M excess \$5M - The City of Spokane, its officers and employees are included as additional insureds with respects to General and Auto Liability as per written contract, per the attached endorsements.

CERTIFICATE HOLDER**18811416**City of Spokane
808 West Spokane Falls Boulevard
Spokane WA 99201**CANCELLATION** See Attachment

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 - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name of Additional Person(s) or Organization(s): | Location And Description Of Completed Operations |
|---|--|
| Blanket when specifically required in a written contract with the named insured. | Blanket when specifically required in a written contract with the named insured. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations__ | |

A. Section III — Who Is An Insured within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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

09/12/2022

Date Rec'd

8/23/2022

Clerk's File #

OPR 2022-0621

Renews #**Submitting Dept**

SOLID WASTE DISPOSAL

Cross Ref #**Contact Name/Phone**

DAVID PAINE 625-6878

Project #**Contact E-Mail**

DPAINE@SPOKANECITY.ORG

Bid #

IPWQ 5665-22

Agenda Item Type

Contract Item

Requisition #

CR 23927

Agenda Item Name

4490 CONTRACT FOR STACK REPAIRS AT THE WTE

Agenda Wording

Contract award to Industrial Access, Inc. (Cumming, GA) for needed stack repairs at the Waste to Energy Facility, that will take place in October 2022, for a cost of \$90,579.00 incl. tax and a contingency amount of \$36,000.00 will be set aside.

Summary (Background)

The stack at the WTE is inspected periodically to determine if there are any areas that require maintenance to sustain operation. Based on the findings from these inspections, needed repairs were identified and bids were solicited. On July 15, 2022 bidding closed on IPWQ 5665-22 for these repairs and two responses were received. Industrial Access, Inc. was the low-cost bidder. If additional work requiring immediate attention is discovered, a contingency amount of \$36,000.00 has been budgeted.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 90,579.00

4490-44900-37145-54803

Select \$

#

Select \$

#

Select \$

#

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

AVERYT, CHRIS

Study Session\Other

PIES 8/22/22

Division Director

FEIST, MARLENE

Council Sponsor

CM Kinnear

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**HARRINGTON,
MARGARET

mdorgan@spokanecity.org

For the Mayor

PERKINS, JOHNNIE

jsalstrom@spokanecity.org

Additional Approvals

tprince@spokanecity.org

Purchasing

PRINCE, THEA

rrinderle@spokanecity.org

DocuSign: Karen Masters, Exec. Admin. Mgr.
kmasters@industrialaccess.com

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

| | |
|---|--|
| Submitting Department | Solid Waste Disposal |
| Contact Name & Phone | David Paine, 625-6878 |
| Contact Email | dpaine@spokanecity.org |
| Council Sponsor(s) | CM Lori Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Contract award for needed stack repairs at the WTE |
| Summary (Background) | <p>The contractor will be repairing multiple facets of the 169' concrete chimney. These repairs are listed below.</p> <p>Scope of Work</p> <ul style="list-style-type: none"> 1.1 Repair the broken welds at ladder siderails and support brackets 1.2 Paint the uppermost 25' of the exterior ladder 1.3 Install patch plates along the sill of the Unit #2 duct at the liner 1.4 Repair the broken hinges on the hatch atop the Unit #4 opening 1.5 Remove the davit and aviation lights from the roof 1.6 Paint the anchors along the parapet wall & Unit #4 opening screen <p>On July 15, 2022, bidding closed on IPWQ 5665-22 for these needed stack repairs. Responses were received from Industrial Access, Inc. (Cumming, GA) and Knight Const. & Supply, Inc. (Deer Park, WA). Industrial Access, Inc. was the low-cost bidder. The contract will be for a fixed price of \$90,579.00 per the bid and span from September 1, 2022, through December 31, 2022. If during the repair process, additional work that requires immediate attention is discovered, a contingency reserve of \$36,000.00 plus taxes will be set aside for this project. The repairs are scheduled to take place over a five-day period sometime between October 16, 2022 and November 11, 2022.</p> |
| Proposed Council Action & Date: | Consent to proceed with contract award on 8/22/22. |
| Fiscal Impact: Total Cost: <u>\$90,579.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2022 SWD Budget Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? N/A | |

| |
|---|
| |
| <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A</p> |
| <p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>N/A</p> |
| <p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>Historically every 5-7 years the stack at the WTE Facility is inspected to determine if there are any areas that require maintenance to sustain its operational functionality. The stack is a concrete construction design. Over time flaws will appear that are a result of many factors including age, material deterioration, settling and ground movement. Over the course of the past three inspections from 2003, 2010, & 2017, the inspection findings, not significant in nature, have been pushed until the next inspection opportunity. The findings from those three inspections are to be addressed during the upcoming 2022 TG Overhaul Outage in October/November 2022 to ensure a prolonged life of this critical component of the WTE.</p> |



City of Spokane

PUBLIC WORKS AGREEMENT

Title: **STACK REPAIRS – SPOKANE SOLID WASTE DISPOSAL – WASTE TO ENERGY FACILITY**

This Agreement is made and entered into by and between the **CITY OF SPOKANE**, ("City"), a Washington municipal corporation, and **INDUSTRIAL ACCESS, INC.**, whose address is 1465 Ventura Drive, Cummings, Georgia 30040, ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is to perform Stack Repairs – Spokane Solid Waste Disposal – Waste To Energy Facility; and

WHEREAS, the Contractor has been selected through IPWQ 5665-22.

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 September 1, 2022 and shall end on December 31, 2022, 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 Invitation for Quote and Contractors Response dated July 15, 2022, 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 **Stack Repairs – Spokane Solid Waste Disposal – Waste To Energy Facility** 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 **NINETY THOUSAND FIVE HUNDRED SEVENTY-NINE AND NO/100 DOLLARS (\$90,579.00)**, 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 Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd., Spokane, Washington 99224. 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. 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.

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 Solid Waste Disposal 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. BONDS.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a payment/performance bond on the form attached, 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.

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.

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. 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.

14. 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
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for 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.

15. 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).

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. CONSTRUUAL.

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.

22. 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.

23. 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.

INDUSTRIAL ACCESS, 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:

Payment/Performance Bond

Exhibit A – Debarment Certification

Exhibit B – Certification of Compliance with Wage Payment Statutes

Exhibit C – Contractor's Response to IPWQ 5665-22

PAYMENT / PERFORMANCE BOND

We, INDUSTRIAL ACCESS, INC., as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **NINETY THOUSAND FIVE HUNDRED SEVENTY-NINE AND NO/100 DOLLARS (\$90,579.00)**, 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 **Stack Repairs – Spokane Solid Waste Disposal – Waste To Energy Facility**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

INDUSTRIAL ACCESS, INC,
AS PRINCIPAL

By: _____
Title: _____

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

AS SURETY

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 authorized to
sign the document and acknowledged it as the agent or representative of the named surety company
which is authorized to do business in the State of Washington, for the uses and purposes therein
mentioned.

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

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



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 IPWQ 5665-22
Bid Title Stack Repairs - Spokane Solid Waste Disposal - Waste To Energy Facility
Due Date Friday, July 15, 2022 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company kmasters@industrialaccess.com
Submitted By kmasters@industrialaccess.com kmasters@industrialaccess.com - Friday, July 15, 2022 7:08:55 AM [(UTC-08:00) Pacific Time (US & Canada)]
 kmasters@industrialaccess.com

Comments**Question Responses**

| Group | Reference Number | Question | Response |
|---|-----------------------------------|--|-------------------------|
| SECTION I. QUOTE PREPARATION AND EVALUATION | | | |
| | 1. QUOTE PREPARATION | Quotes shall be prepared electronically through the City's ProcureWare site. | I acknowledge and agree |
| | SUBMISSION OF QUOTES 'TWEAK RICK" | Quotes shall be submitted electronically through the City's ProcureWare site by 9:00AM on July 15, 2022. | I acknowledge and agree |
| | 3. CONTRACTOR'S REPRESENTATIONS | The Contractor by making its Quote represents that it has read and understands the specifications; and has reviewed attached Inspection Report, dated June 6 & 7, 2017, from the "Documents" tab, and has familiarized itself with the local conditions under which the Work is to be performed. | I acknowledge and agree |
| | 4. QUALIFICATION | Prior to the 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. | I acknowledge and agree |
| | 5. AWARD OF CONTRACT | Award of contract, when made by the City, will be to the low responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results. | I acknowledge and agree |
| | 6. 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. | I acknowledge and agree |
| | | | |

| | | |
|--|---|--|
| 7. REJECTION OF QUOTES | The City reserves the right to reject any or all Quotes, to waive minor deviations from the specifications, to waive minor informalities in the Quote process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Quotes, at the prices shown. | I acknowledge and agree |
| 8. REGISTERED CONTRACTOR | The Contractor shall be a Washington State registered or licensed Contractor at time of Quote submittal. | I acknowledge and agree |
| 9. PUBLIC WORK 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. 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. | I acknowledge and agree |
| 10. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES | 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. | I acknowledge and agree |
| 11. 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 and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier 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 supplier 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. | I acknowledge and agree |
| MISCELLANEOUS DOCUMENTATION UPLOAD | Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading. | City of Spokane - WTE Facility - Concrete Chimney Repairs (Proposal).pdf |
| SECTION II. GENERAL REQUIREMENTS | | |
| 1. SCOPE OF WORK | Unless otherwise stated, the Contractor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, lodging, and other items of work and costs necessary to complete the specified Work. | I acknowledge and agree |

| | | |
|---|--|--|
| 2. BIDDER RESPONSIBILITY CRITERIA (MANDATORY). | Bidder must meet responsibility criteria to be considered a responsible bidder. Contractor acknowledges that they have read the Supplemental Bidder Responsibility Criteria Form which is located in the "Documents" tab. | I acknowledge and agree |
| 2.1 BIDDER RESPONSIBILITY CRITERIA (MANDATORY). | Fill out the Supplemental Bidder Responsibility Criteria Form in the Documents tab and upload it here. | IPWQ 5665-22 Supplemental Bidder Responsibility Criteria[84].pdf |
| 3. COMPLETION TIME | All Work under the contract shall be started after the date of Notice To Proceed (NTP). Work once started shall be completed within 5 calendar days. | I acknowledge and agree |
| 4. LIQUIDATED DAMAGES | If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of \$2000.00 for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Work is unfinished by the completion date. | I acknowledge and agree |
| 5. INTENT OF SPECIFICATIONS | The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis. | I acknowledge and agree |
| 6. WASHINGTON STATE RETAIL SALES TAX | A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law. | I acknowledge and agree |
| 6. WASHINGTON STATE RETAIL SALES TAX | B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item. | I acknowledge and agree |
| 7. PERMITS | The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies. | I acknowledge and agree |
| 8. GUARANTY | The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. 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 all Work, which has been abused or neglected by the City. | I acknowledge and agree |

| | | |
|----------------------|--|-------------------------|
| 9. SUBCONTRACTORS | The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City. | I acknowledge and agree |
| 10. INSURANCE | During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s): | I acknowledge and agree |
| 10. INSURANCE | a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00. | I acknowledge and agree |
| 10. INSURANCE | b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 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 \$1,500,000.00 in order to meet the insurance coverages required under this Contract; | I acknowledge and agree |
| 10. INSURANCE | 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 or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and | I acknowledge and agree |
| 10. INSURANCE | d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles. | I acknowledge and agree |
| 10. INSURANCE | 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. | I acknowledge and agree |

| | | |
|---|---|---------------------------|
| 11. PERFORMANCE BONDS | <p>The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.</p> | I acknowledge and agree |
| 12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION. | 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 RCW 39.12 and the rules and regulations of the Washington State Department of Labor and Industries (L&I). | I acknowledge and I agree |
| 12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION. | B. 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://lni.wa.gov/licensing-permits/public-works-projects/prevaling-wage-rates/ Based on the Quote submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is July 5, 2022. | I acknowledge and I agree |
| 12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION. | C. 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. | I acknowledge and I agree |
| 13. RETAINAGE | Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met: | I acknowledge and I agree |
| | | |

| | | |
|-------------------------------------|---|------------------------------------|
| 13. RETAINAGE | Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met: | I acknowledge and I agree |
| 13. RETAINAGE | a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs. | I acknowledge and I agree |
| 14. SUBCONTRACTORS | Fill out the Subcontractor List in the Documents tab and upload it here. | Subcontractor List under \$1M.docx |
| SECTION III. TECHNICAL REQUIREMENTS | | |
| 1. PERFORMANCE | The Contractor will do all work, furnish all labor, materials, tools, construction equipment (IE crane), transportation, lodging, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the described Work. | I acknowledge and agree |
| 1.1. PERFORMANCE | Bidder's all-inclusive, firm, fixed price bid, shall take into account all expenses with regards to this project. No other cost will be allowed over and above the bid price. | I acknowledge and agree |
| 1.2 PERFORMANCE | Contractors shall be responsible for, to include but not limited to: | Yes |
| 1.2.1 PERFORMANCE | Safety orientation for labor work force and all personal safety equipment. | I acknowledge and agree |
| 1.2.1.1 PERFORMANCE | The Contractor acknowledges that it has read and understand the Contractor Safety and Environmental Requirements document in the Documents Tab. | I acknowledge and agree |
| 1.2.2 PERFORMANCE | All tooling required to complete requirements stated in bid. | I acknowledge and agree |
| 1.2.3 PERFORMANCE | All tooling required to complete requirements stated in bid. | I acknowledge and agree |
| | | |

| | | |
|----------------------|---|-------------------------|
| 1.2.4 PERFORMANCE | All required expendable materials. | I acknowledge and agree |
| 1.2.5 PERFORMANCE | Power service requirements. | I acknowledge and agree |
| 1.3 PERFORMANCE | The City has no responsibility to provide any materials for this bid. The City of Spokane, WTE will not be responsible for coordinating any rental or construction equipment that contractor would need. The City of Spokane, WTE would only be responsible for support service that has been identified in the bid. | Yes |
| 1.3.1 PERFORMANCE | Normal plant services required for maintenance such as boiler building lighting, water, compressed air, and electrical power. | I acknowledge and agree |
| 1.3.2 PERFORMANCE | Sanitary facilities. | I acknowledge and agree |
| 1.3.3 PERFORMANCE | Parking for labor force (A specific area will be identified on the facilities site for Parking). | I acknowledge and agree |
| 1.3.4 PERFORMANCE | Trash containers | I acknowledge and agree |
| 1.4 PERFORMANCE | All repairs shall be made on dates determined by WTE plant staff. Estimated time oct 16, 2022 to November 11, 2022 time frame. Repairs shall not take more than 5 calendar days. | I acknowledge and agree |
| 1.5 PERFORMANCE | Repairs shall be made following accepted industrial standards for flue stack repairs. Plans for repair, will be sent to WTE plant personnel 30 days prior to work, for acceptance of materials used and methods of repairs. Bidders will not be allowed to change its submitted bid pricing | I acknowledge and agree |
| 2. SCOPE OF WORK | Contractor shall repair the stated deficiencies #1, 2, 3, 4, 5, 7 that are listed on page 7, of Inspection Report, Dated June 6 & 7, 2017, from the "Documents" tab. | I acknowledge and agree |
| 2.1 SCOPE OF WORK | REPAIR THE BROKEN WELDS AT LADDER SIDERAILS AND SUPPORT BRACKETS. The three cracked welds connecting the ladder siderails to support brackets and at the siderail above the roof should be repaired. (Attached Report Photos 282 and 339 – 342). | I acknowledge and agree |
| 2.2 SCOPE OF WORK | PAINT THE UPPERMOST 25 FEET OF THE EXTERIOR LADDER. All ladder components in the uppermost 25' (including those above and on the interior of the concrete column) should be cleaned and painted (Attached Report Photos 281 and 337). Ladder shall be cleaned of all loose dirt, paint and grease. Ladder shall be primed and painted to match existing ladder color. | I acknowledge and agree |
| | | |

| | | |
|-------------------|---|--------------------------------------|
| 2.3 SCOPE OF WORK | INSTALL PATCH PLATES ALONG THE SILL OF THE UNIT #2 DUCT LINER. The holes below the entering Unit #2 duct (Photos 211 - 214) should be patched to prevent flue gas from leaking into the annulus. The size of the required patch plate would be 4'-3" wide (arc) by 7" high x 3/16". | I acknowledge and agree |
| 2.4 SCOPE OF WORK | REPAIR THE BROKEN HINGES ON THE HATCH ATOP THE UNIT #4 OPENING. The hinges should be reattached to the checkered plate (Attached Report Photo 284) or replaced. If hinges are not able to be satisfactorily repaired new hinges shall be like in kind replacement. | I acknowledge and agree |
| 2.5 SCOPE OF WORK | REMOVE THE DAVIT AND AVIATION LIGHTS FROM THE ROOF. The original davit assembly and the two original aviation lights should be removed from the roof level (Attached Report Photos 279 – 280). The davit and any removed associated parts will be the responsibility of City to dispose of. | I acknowledge and agree |
| 2.6 SCOPE OF WORK | PAINT THE ANCHORS ALONG THE PARAPET WALL & UNIT #4 OPENING SCREEN. The deteriorated anchors, opening enclosure screening and original davit support assemblies should be cleaned and costed to prevent further deterioration. (Attached Report Photos 285 and 287). | I acknowledge and agree |
| 2.7 SCOPE OF WORK | Bidder must provide a complete listing of materials that would be required to repair deficiencies. The listed materials must have been included in Bidder's all-inclusive, firm, fixed price. Attached list of materials here. | City of Spokane - Materials List.pdf |
| 3. SCOPE OF WORK | Contractor shall send Finished Report to Spokane personnel no later than 14 calendar days after repairs have been completed. Report shall included by not limited to: Contractor's Repair Plan, and before and after photos. | I acknowledge and agree |
| 4 SCOPE OF WORK | Workmanship: It is not the intent of this Service Scope to define in detail the method of performing the Service; however, all work shall be completed in a thorough, neat, and workmen like manner. Any work that, in the opinion of the Company, is not in accordance with the best prevailing trade practice may be rejected without recourse. | I acknowledge and agree |
| 5. SCOPE OF WORK | Housekeeping The Contractor will be required to keep all his work areas clean. A thorough clean-up will be completed at the end of the job. This shall include, but not be limited to: 1. Placing all scrap items in the appropriate bins. 2. All hard surfaces shall be broom swept 3. All gratings will be free from material, either laying on or lodged in. 4. A thorough walk down will be conducted to gather all general refuse such as paper cups and like materials. | I acknowledge and agree |
| 5.1 SCOPE OF WORK | Housekeeping: The, Shift Supervisor, Operations Superintendent or Senior Mechanic will perform a final housekeeping inspection to verify that all the above listed parameters have been met. Any discrepancies found by Plant personnel must be corrected by the Contractor immediately. | I acknowledge and agree |
| 6. SCOPE OF WORK | If you took exception to the 1 through 5 above explain in detail | |

| BID | | | |
|------------------------------|---|---------------------------|--|
| BIDDER'S DECLARATION | The Bidder submitting this bid certifies that it has read attached Inspection Report, Dated June 6 & 7, 2017, from the "Documents" tab, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein. | I acknowledge and I agree | |
| BID PRICE IS COMPLETE | Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price. | I acknowledge and I agree | |
| WITHDRAWAL | The Contractor agrees that its Bid will NOT be withdrawn for a minimum of ninety (90) calendar days after the stated submittal date. | I acknowledge and agree | |
| CONTRACTOR RESPONSIBILITY | Washington State Contractor's Registration Number | CC INDUSA1832K5 | |
| CONTRACTOR RESPONSIBILITY | U.B.I. Number | 604-101-839 | |
| CONTRACTOR RESPONSIBILITY | Washington Employment Security Department Number | 699214-00-0 | |
| CONTRACTOR RESPONSIBILITY | Washington Excise Tax Registration Number | 699214-00-0 | |
| CONTRACTOR RESPONSIBILITY | City of Spokane Business Registration Number | 699214-00-0 | |
| CONTRACTOR RESPONSIBILITY | As of July 1, 2019, Contractor has fulfilled training requirements or is exempt from L&I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020 | Yes | |
| ADDENDA | Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal. | 0 | |
| MISCELLANEOUS | The firm agrees that its Bid will NOT be withdrawn for a minimum of forty-five (45) calendar days after the stated submittal date. | I acknowledge and I agree | |
| MISCELLANEOUS | For contracts up to \$150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond. | Yes | |
| MISCELLANEOUS | Do you request retainage? | No | |
| | | | |

| | | |
|--------------------|--|---|
| MISCELLANEOUS | The bidder submitting this response hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, 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 judgement 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. | I acknowledge and I agree |
| MISCELLANEOUS | Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response. | Mark Young Industrial Access, Inc. 1465 Ventura Dr. Cumming, GA 30040 (865)806-2371 myoung@industrialaccess.com |
| TERMS & CONDITIONS | | |
| #1 | Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted. | I acknowledge and I agree |
| #2 | Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above. | |

Pricing Responses

| Group | Reference Number | Description | Type | Unit Of Measure | Quantity | Unit Price | Ext Base Price | Comment |
|-----------------------|------------------|---|------|-----------------|----------|-------------|----------------|---------|
| BID | | | | | | | | |
| | #1 | Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price | Base | ea | 1.00 | \$83,100.00 | \$83,100.00 | |
| | #2 | Sales Tax 9.0% | Base | ea | 1.00 | \$7,479.00 | \$7,479.00 | |
| Total Base Bid | \$90,579.00 | | | | | | | |

Rinderle, Rick

From: Mark Young <myoung@industrialaccess.com>
Sent: Monday, July 18, 2022 12:59 PM
To: Rinderle, Rick
Cc: Rinderle, Rick; Prince, Thea; Karen Masters; Manav Joshi
Subject: Re: Feedback Needed IPWQ 5665-22
Attachments: City of Spokane - WTE Facility - Concrete Chimney Repairs (Rev 1.).pdf

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Rick,

I have attached the updated proposal with the changes you requested.

Mark Young

Business Development Representative

Direct: 865-806-2371

www.industrialaccess.com



From: Rinderle, Rick <rrinderle@spokanecity.org>
Date: Monday, July 18, 2022 at 2:45 PM
To: Mark Young <myoung@industrialaccess.com>
Cc: Rinderle, Rick <rrinderle@spokanecity.org>, Prince, Thea <tprince@spokanecity.org>
Subject: Feedback Needed IPWQ 5665-22

Mark Young
Industrial Access, Inc.
1465 Ventura Dr.
Cumming, GA 30040
(865)806-2371
[myoung@industrialaccess.c](mailto:myoung@industrialaccess.com)

Hello Mark,

Regarding Industrial Access' attached response to IPWQ 5665-22... there are several areas that appear to be conflicting and clarification is needed... Although Industrial Access "acknowledged and accepted" all ProcureWare responses; Industrial Access by attaching its Proposal section 2.3 General Clarifications results in conflicting information being presented.

Industrial access is requested to respond to this email no later than noon, Pacific Local Time, 7/19/2022, providing a documented response that clarifies the four areas listed below:

Conflicting areas: Permits, Insurance, Bonds, Liability.

2.3 General Clarifications

- Pricing assumes no hazardous or toxic materials will be encountered. Any remediation or removal of such materials is NOT included in Contractor's scope of work.
- This proposal will remain valid for Ninety (90) days from submittal date.
- Unless otherwise indicated herein, this proposal includes no bonding or letters of credit.
- This proposal does not include sales or use taxes. Customer will furnish a copy of its Certificate of Tax Exemption or Direct Pay Certificate or will reimburse Contractor for any taxes imposed on material, equipment or services.
- This proposal does not include any state or local permits or licenses of any nature unless otherwise listed.
- This proposal is based on Contractor's standard insurance coverages, unless otherwise noted.
- This proposal specifically excludes any Contractor liability for indirect, special or consequential damages.

PERMITS:

7. PERMITS

The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.

I acknowledge and agree

INSURANCE and LIABILITY.

| | | |
|---------------|--|-------------------------|
| 10. INSURANCE | During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s): | I acknowledge and agree |
| 10. INSURANCE | a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00. | I acknowledge and agree |
| 10. INSURANCE | b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 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 \$1,500,000.00 in order to meet the insurance coverages required under this Contract; | I acknowledge and agree |
| 10. INSURANCE | 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 or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and | I acknowledge and agree |
| 10. INSURANCE | d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles. | I acknowledge and agree |
| 10. INSURANCE | 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. | I acknowledge and agree |

BONDS:

Industrial Access acknowledged and accepted:

| | | |
|-----------------------|---|-------------------------|
| 11. PERFORMANCE BONDS | <p>The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.</p> | I acknowledge and agree |
|-----------------------|---|-------------------------|

Respectfully,

Rick Rinderle, C.P.M.
Procurement Specialist

City of Spokane
Phone 509 625 6527
RRinderle@spokanecity.org



PROPOSAL

TO:



2900 S. Geiger Blvd
Spokane, WA 99224

For

**Concrete Chimney
Repairs Services**

**Industrial Access, Inc.
1465 Ventura Drive
Cumming, GA 30040
IA Proposal No. P-22-210**

July 15, 2022



July 15, 2022

We appreciate the opportunity to offer our repair services on the 169' concrete chimney at your facility in Spokane, WA.

We propose to furnish all supervision, labor, tools, equipment, and materials, except as otherwise noted in this proposal.

Sincerely,

A handwritten signature in blue ink, which appears to read 'Mark Young', is positioned below the word 'Sincerely,'.

Mark Young
Business Development
Industrial Access, Inc.
865-806-2371

Table of Contents

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2.2 Pricing and Payment

2.3 General Clarifications

3.0 Attachments

3.1 Industrial Access, Inc. - Company Brochure

3.2 Industrial Access, Inc. - ISO 9001 Document

3.3 Industrial Access, Inc. - Key Personnel

1.0 Scope of Services

1.1 Services by Contractor

Safety: All work will be done in accordance with OSHA safety standards and Company safety procedures.

Scope of Work:

The contractor will repair the concrete chimney at your facility in Spokane, WA. All the procedures listed below will be followed during the completion of the scope of work.

Structure Construction and Key Dimensions:

Shell Material: Reinforced Concrete Shell

Liner: Brick Liner

Shell Height: 168' x 11"

Liner Height: 170'

Diameter: 19' Square



Task Items:

Project Mobilization - The contractor will coordinate, schedule, and assembling at the client's site with all equipment, materials, supplies, manpower and other essentials and incidentals necessary to perform work.

Repairs – The contractor will be repairing multiple facets of the 169' concrete chimney. These repairs are listed below.

| Item No. | Scope of Work |
|----------|--|
| 1.1 | Repair the broken welds at ladder siderails and support brackets |
| 1.2 | Paint the uppermost 25' of the exterior ladder |
| 1.3 | Install patch plates along the sill of the Unit #2 duct at the liner |
| 1.4 | Repair the broken hinges on the hatch atop the Unit #4 opening |
| 1.5 | Remove the davit and aviation lights from the roof |
| 1.6 | Paint the anchors along the parapet wall & Unit #4 opening screen |

Work Items:

Ladder Repairs: The contractor will be repairing the broken welds on the ladder siderails and support brackets. Reference Photo 337-345. **Estimated 4 welds.**

Ladder Coating: The contractor will be using a three (3) coat system. First coat will be a spot primer (Tnemec Series V530), the second coat will be (Tnemec Series 135), and the final coat will be (Tnemec Series 73 Silver). **Estimated 50 sqft.**

Patch Plating: The contractor will be installing patch plating where the sill of the Unit #2 duct meets the liner. Reference photos 211-214. **Estimated (2) 6"x3" plates.**

Hinge Repairs: The contractor will be repairing the broken hinges at the top of the Unit #4 opening. Reference photos 283-284. **Estimated (2) Hinges.**

Davit Arm and Aviation Light Removal: The contractor will be removing the davit arm and aviation lighting at the top of the roof. Reference photos 278-280.

Anchor Coating: The contractor will be coating the anchors along the parapet wall along with the anchors at the opening of Unit #4. The contractor will be using a three (3) coat system. The first coat will be a primer (Tnemec Series V530), the second coat will be (Tnemec Series 135), and the final coat will be (Tnemec Series 73 Silver). Reference photos 285 & 287. **Estimated 75 sqft.**

Work Synopsis: Project Manager will do a brief review of the work activities with customer before demobilizing the site. A written report documenting the services rendered will be developed and submitted within (45) business days of the completion of the work.

1.2 Services by Customer (Where Applicable)

- Customer will be responsible for obtaining or furnishing all state, local and site permits, including Lock-out/Tag-out, Confined Space, Hot Work, etc.
- In accordance with Contractor's safety procedures, appropriate surrounding areas ("Exclusion Zone") must be taped off with RED TAPE and kept clear of unauthorized personnel, equipment or activities for the entirety of the project.
- Customer will be responsible for all lock-out and tag-out of equipment or systems required to provide Contractor safe access to the Work.
- Customer will furnish a source of 220V, single phase, 30-amp electric power at or near the work area.
- Adequate space will be provided at the site for Contractor's office/tool trailer
- Customer to provide waste and debris removal services (A dumpster for a couple bags of trash).

2.0 Pricing and Basis of Estimate

2.1 Time of Performance and Site Conditions

Contractor estimates that the time required to perform the services outlined in this proposal as described above, is (6-7) working days.

Purchase Order must be received no later than 30 days prior to Contractor mobilization. Any changes in scheduling must be approved by Contractor prior to project start date. Any changes in scheduling after Contractor has mobilized will be billed at the attached Time & Material rates.

- There will be an additional charge based on the following criteria:
 1. Inclement weather conditions: If Contractor cannot perform the work because of inclement weather conditions, including lightning or high winds, T&M rates will apply.
 2. Schedule changes (by Customer): If Contractor cannot perform the work because we do not have access to the work area due to unforeseen scheduling conflict caused by the client, additional charges will apply.
 3. Site safety orientation not to exceed one hour or customer will be charged at the appropriate "Time and Materials" rates and if required an appropriate adjustment in schedule will be made.
- Proposal pricing is based on contractor access to the work area for up to (12) hours per day, on (7) days per week.

2.2 Pricing and Payment

The lump sum, firm price for the work items listed herein is:

| Scope | Price |
|---------|--------------|
| Repairs | \$ 83,100.00 |
| Tax | \$ 7,479.00 |
| Total | \$ 90,579.00 |

- Pricing is subject to the conditions outlined in this proposal.
- All Services will originate from Atlanta, GA.
- This proposal is based upon Customer and Contractor reaching mutually acceptable General Terms and Conditions governing the performance of the Work.
- Payment terms are net 30 days from date of Contractor's invoice. Overdue balances are subject to interest charges of 1.5% per month (18% per annum.)

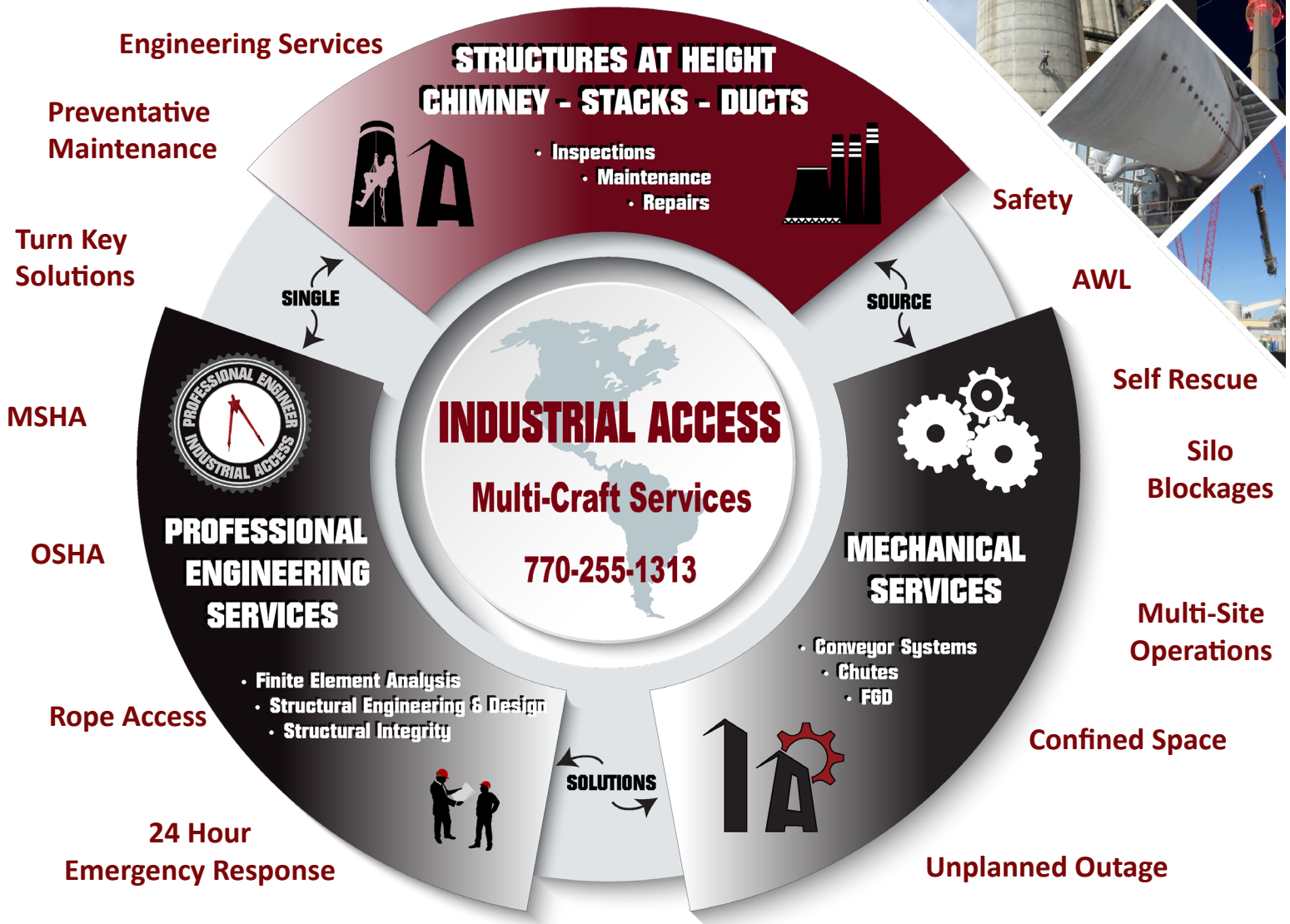
2.3 General Clarifications

- Pricing assumes no hazardous or toxic materials will be encountered. Any remediation or removal of such materials is NOT included in Contractor's scope of work.

3.0 Attachments

INDUSTRIAL ACCESS - LINE SERVICE CARD

25+ Years Experience - OSHA - MSHA - ISO 9001 - Avetta - ISNetwork



Industrial Access

Aircraft Warning Lights
Carbon Fiber Wrap
Coatings & Painting
Demolition Services
Ducts - Inspection & Repairs
Lighting Protection - LPS
Platforms & Safety
Refractory Gunite
Rigging & Lifting
Scrubber Stacks
Silos, Bins - Inspection & Repairs
Structural Steel Repairs
Scrubber Stacks

IA Mechanical

Agitator Alignment
Baghouse Demo & Installation
Ball Mill Maintenance
Bins, Silos - Inspection & Repairs
Bins, Silos - Material Removal
Burner Repair
Coal Handling System Repair
Dust Suppression System Repair
Hopper Maintenance
Maintenance Programs
Platform Fabrication & Installation
Pressuring Piping Installation
Roller Change-outs

Engineering Services

Chimney & Stack Design
Demolition Concept & Drawings
Duct & Platform Design
Engineering Design Drawings
Finite Element Analysis
General Industrial Structures
Inspection Reports
Licensed Professional Engineers
Practical Repair Solutions
Quick Response to Emergencies
Silo & Tank Design
Structural Analysis & Design
Wind Strike Design



Servicing North
& South America



info@industrialaccess.com
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770-255-1388



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INDUSTRIAL ACCESS - LINE SERVICE CARD

25+ Years Experience - OSHA - MSHA - ISO 9001 - Avetta - ISNetwork



Our Core Priorities:

QUALITY

Our team of highly skilled tradesmen continuously tackle complex projects to the highest of standards, even under tough conditions.

SAFETY

We ensure that each work site is assembled and managed in a manner that is as safe as possible for the crew, the client, and the public.

EFFICIENCY

Our crew plans each project thoroughly, then executes the work carefully and quickly to save the client time and money.

FAIR PRICE

Our expert engineers strive to provide the most innovative solutions that ensure cost-effective project completion.



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CLEANING & MAINTENANCE

Our maintenance plans are designed to prevent potential safety hazards and environmental concerns. To maintain your structure in good operating condition, our team can perform hydroblasting/power washing, sandblasting, hydro-media blasting, debris removal, refinishing services, and other.

COATING & PAINTING

Structures need to be regularly repainted or coated to enhance their appearance and avert corrosion and deterioration. Regardless of the height or accessibility, our crew can skillfully prep the structure's surface and apply the best industrial coatings and paint.

DEMOLITION

The process of demolishing and removing an industrial structure can be a potentially hazardous task if not properly done. Our experts have the experience and reputation to ensure a safe, efficient, and cost-effective procedure which requires little downtime.

ENGINEERING SERVICES

Our in-house engineering capabilities provide design engineering and technical support for our operations. Our technical staff maintains ongoing awareness of industry specifications and standards, as well as provides input to structural designs, estimates, and field execution. Examples of services include chimney liner band design, platform and ladder design, swing stage and scaffold design, FRP strengthening, and many more.

INSPECTIONS

Inspections we provide range from regular preventive visual analyses to intensive, close-up examinations of a structure's interior and exterior. Our experts perform structural and chemical attack analyses, video and photograph recordings, then provide detailed inspection reports on the functionality and condition of the structure. We offer different methods of nondestructive testing, such as ultrasonic thickness tests, laser surveys, and hot camera inspections, as well as petrographic analyses for concrete stacks.

REPAIR, RENOVATION & RESTORATION

Our team of highly-trained technicians have years of industry experience with installing, repairing, and maintaining lining systems. We renovate, restore, and repair worn-out structures, whether it's brick, steel, concrete, or fiberglass.



Industrial Access Inc is a multi-craft services contractor who provides design, inspection, maintenance and repair services. Our design services include new steel structures, designed repairs and retrofits for Industrial stacks and ducts. We specialize in helping our clients maintain their hard-to-reach stacks, ductwork, vessels, cooling towers and other structures, utilizing rope access and other high-elevation work techniques. We regularly work with concrete, masonry, steel and fiberglass reinforced plastic (FRP), and carbon fiber for the power generation, pulp and paper, cement and heavy industrial and manufacturing sectors.



IA Mechanical Inc provides inspection, maintenance, repair and demolition services to the heavy industrial market. Our services include plant maintenance, electrical services, boiler and vessel repair, silo repairs, chute demolition and installations, pumps, motors, and conveyor belt systems. We regularly work for the coal industry, power generation, pulp & paper, gypsum plants, cement plants, asphalt plants, heavy industrial and manufacturing sectors.



Engineering Services - IA maintains an in-house engineering team that provides designed engineering and technical support for our clients. Our Professional Engineers are licensed and have an ongoing awareness of industry specifications and standards. Our PE's provide input to designs, estimates & field execution; prepare professional quality studies & reports, and coordinates ongoing technical training and development of our team members. Our team of engineers are ready to serve your industrial needs.



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INDUSTRIAL ACCESS

Client References

Client: Mercy Catholic Medical Center – Penn Medicine – Philadelphia Campus

Contact: Russell Hellyer, Russell.hellyer@pennmedicine.upenn.edu, 215-519-4696

Structure Description: 160' Radial Brick Chimney

Work Description: Pressure washed the exterior of the chimney and appurtenances. Removed all loose deteriorated mortar from the joints. Tuck pointed the mortar joints in brick where required. The top 30'± existing LPS air terminals, ground loop, downleads, and anchors were removed and replaced with new ones, all covered with lead to prevent corrosion per NFPA 780 Standards. Applied water repellent on exterior surface, through the full height of the chimney. Installed sealant on top of the bands. Interior: Coated the exterior of the bands. Erected a temporary powered work platform on the interior of the chimney. Pressure washed the interior of the chimney. Applied a Gunitite flash coat through the full height of the chimney.

Client: Mercy Catholic Medical Center – Penn Medicine – Fitzgerald Campus

Contact: Ken Subers, ksubers@mercyhealth.org, 215-913-6469

Structure Description: 150' Radial Brick Chimney, 8' dia

Work Description: Interior Gunitite Flashcoat, Rebuilt Chimney Breeching Opening, Exterior Tuckpointing & Crack Repairs, Exterior Band Installation, Clean and Coat Exterior Chimney Bands, LPS Replacement, Exterior Washdown & Waterproofing Services, Stainless Steel Cap Installation

Client: B&G Foods, B&M Baked Beans – Portland, Maine

Contact: Tyler Wallace, tyler.wallace@bgfoods.com, 207-722-8341 x 7246

Structure Description: 145' Round Brick Chimney

Work Description: Brick Chimney Demolition – Demolition was performed using a demolition robot with crusher and breaker attachments. Debris was dropped in the chimney and cleared out through an installed reinforce steel frame. All debris removed and disposed.

Client: Alabama Power - Plant Gaston, AL

Contact: Megan Huntsigner, mhuntsin@southernco.com, 205-669-8445

Structure Description: 750' Concrete Stack with Radial Brick Liner

Work Description: Stack Repairs - Concrete Shell Crack Repairs, Concrete Shell Spall Repairs, Ladder Replacement, Annulus Personnel Lighting System Installation, Clean and Coat Top of Concrete Windscreen, Clean and Repair Top Platform, Repair Lightning Protection System, Repoint Mortar Joints on Interior of Brick Liner, Clean and Coat Caps, Repairs Vertical Cracks in Brick Liner.



INDUSTRIAL ACCESS

Client References

Client: Martin Marietta - Hunter Cement, New Braunfels, TX

Contact: Travis Waxler, travis.waxler@martinmarietta.com, 830.312.2154

Structure Description: 300' Reinforced Concrete Chimney with Fire Shale Medium Duty Refractory Brick Liner

Work Description: K1 Main Cooler Stack + K1 Duct Repairs - Inspection Services on the equipment at the facility via rope access services. Interior and exterior surfaces for signs of deterioration and corrosion. Interior Plating installation for the Alkaline & Main duct. Exterior Concrete Shell Repairs – Porthole sealing, crack repairs, washdown of chimney, applied protective coatings.

Client: LeHigh Hanson Cement, Leeds, AL

Contact: Joel Yeager, jyeager@lehighcement.com, 205-702-7132

Structure Description: 162' single wall carbon steel conditioning tower with exterior insulation and cladding supported on steel posts

Work Description: Conditioning Tower Interior Repairs / Plating Reinforcement - Rigging & Safety, Preliminary Inspection Services, Installation of Vertical Stiffeners, Wall Plate Repairs.

Client: LeHigh Cement, Jacksonville, FL

Contact: Matt Barczynski, Matt.Barczynski@LehighHanson.com, 954-595-6057

Structure Description: 150' Six Pack Concrete Silos

Work Description: Silo Inspections & Repairs - Inspection Services, repaired cracks and spalls on exterior vertical surfaces, steel column repairs.

Client: Heritage Materials, Loxahatchee, FL

Contact: Tyler Huzicka, thuzicka@southlandholdings.com, 330-272-5564

Structure Description: Carbon Steel Asphalt Silo

Work Description: Asphalt Silo Material Removal – Cleanout Services via hand tools, chipping hammers, hydro truck services.

Client: Eaton, Sherman, TX

Contact: Mitch Fruth, mitchmfruth@eaton.com, 903-209-4544

Structure Description: 67' Carbon Steel Dip Tank, with 7' Weir Tank

Work Description: Dip Tank & Weir Tank Relining & Repairs – Coating removal, UT inspection, replacement 3x3 wall materials, welding plates, installation of new interior coating system.



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Client References

Client: Saint Gobain CertainTeed, Athens, GA

Contact: Mike Simmonds, mike.simmonds@saint-gobain.com, 706-369-4316

Structure Description: 27 - Various Steel Tanks, Silos, Vessels, Hoppers.

Work Description: Silo Inspection Services – Condition assessment, NDT Measurements on external surfaces, inspection on silo supports, bolts, welds, joints, stiffening rings, exterior surfaces, roof depressions, top plates corrosion, pen holes,

Client: Pacific Ethanol, Pekin, IL

Contact: Jeff Render, jrender@pacificethanol.com, 309.347.9347

Structure Description: 105' – 180' Carbon Steel Stacks

Work Description: Stack Inspection Services - ASCE Class II inspection with full reporting on the entirety of the two (2) carbon steel stacks and one (1) steel stack to include the exterior surface, interior surface, annulus space, breaching ducts, and all other associated appurtenances.

Client: International Paper - Savannah River Mill, Savannah, GA

Contact: Gary Leggett, gary.leggett@ipaper.com, 912-238-6159

Structure Description: 350' Concrete Windscreen – Freestanding Brick Liner

Work Description: Stack Inspection Services – Two rope access drops on stack exterior with Schmidt hammer readings. One rope access drop Interior liner inspection anomalies documented. Annular space from ground to platforms. Visual inspection on foundation. Termination, breaching, LPS & AWL, fixture conditions, conduit, pull boxes, platforms, handrails, and ladders, fall arrest systems, CEMS Equipment, Port Structural Integrity, port flange Connections.

Client: Odessa Cement Complex, Odessa, TX

Contact: Cain Rodriguez, carodriguez@gcc.com, 432-385-8626

Structure Description: 170' Single Wall Carbon Steel Stack

Work Description: K1 Stack & Duct Inspection Services - Two rope access drops on stack exterior with Schmidt hammer readings. Two rope access drops on Interior liner inspection anomalies documented. Annular space from ground to platforms. Visual inspection on foundation. Termination, breaching, LPS & AWL, fixture conditions, conduit, pull boxes, platforms, handrails, and ladders, fall arrest systems, CEMS Equipment, Port Structural Integrity, port flange Connections. Exterior inspection on ducts with ultrasonic thickness readings taken at 10' intervals.



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Client References

Client: Mitsubishi Chemical/Lucite International, Millington, TN

Contact: Tom Pullen, tom.pullen@m-chem.com, 901-354-1226

Structure Description: 200' Steel Stack

Work Description: Exterior UAV (Drone) Inspection Services

Client: International Paper, Riegelwood, NC

Contact: Glenn Kandare, glenn.kandare@ipaper.com, 910-362-4672

Structure Description: Recovery Boiler Stack, East & West Dissolving Tank, 250' Single Carbon Wall Steel; 235' Dissolver Stack; 50' Precipitator Stacks.

Work Description: UAV (Drone) Inspection Services

Client: University of Virginia, Charlottesville, VA

Contact: Ericka Rogers, er4ce@virginia.edu, 434-297-6936

Structure Description: 160' Brick Chimney Stack

Work Description: UAV (Drone) Inspection Services

CERTIFICATE OF REGISTRATION



INDUSTRIAL ACCESS, INC.

**1465 Ventura Drive
Cumming, Georgia 30040 USA**

American Global Standards, LLC (AGS) issues this certificate to the firm named above, having assessed and approved the firm's Quality Management system and finding the system conforms to the standards of:

ISO 9001:2015

The Quality Management System is applicable to the following:

Providing Rope Access Technicians for Full Service Inspections, General Maintenance & Complete Interior/Exterior Restoration & Repair Services for Concrete, Masonry, Steel & Fiberglass Reinforced Plastic (FRP) Structures, Tower & Industrial Chimneys & Stacks.

This approval is subject to the firm maintaining its system to the required standards, which will be monitored by AGS. In the issuance of this certificate, AGS assumes no liability to any party other than the firm named above, and then only in accordance with the agreed upon Quality System Assessment Agreement.

Certification Number: AGS-US050614-3/5
Original Approval: May 06, 2014
Date of Issue: May 06, 2020
Date of Expiration: May 05, 2023


For and On Behalf of American Global Standards, LLC
Stephen Keneally, President





1465 Ventura Drive

Cumming, GA 30040

877-697-9337

770-255-1313

www.industrialaccess.com

Key Personnel Qualifications

Successful projects happen when teams can execute quality work safely, productively and on schedule. The more specialized the tasks, the more cohesively that team must perform. Each member must be able to depend on the others to maintain vigilance on the job, perform as required and quickly recognize and address any potentially hazardous situations. Given the nature of any work at height, these qualities in a project team are even more critical.

The Industrial Access project team has a history of success on highly demanding projects. This experience assures effectiveness on your site from our arrival and set-up through the completion of our work, clean-up and demobilization.

Key Project Personnel

John Susong

Owner/CEO

Years in Utility Chimney Industry: 25

Skill Set: Project Planning, Onsite Project Management and Execution, Resource Mobilization Planning, Rigging and Lifting Plan Creation, Key Vendor Relationship Management, Corporate Personnel, Corporate Financial

Certifications: OSHA 30 Certified, OSHA Asbestos in Construction Certified, OSHA Lead in Construction Certified, Confined Space Certified, Fall Protection Certified, Qualified Suspended Scaffolding Safety Inspector, SPRAT (Society of Professional Rope Access Technicians) Certified – Level II Including High-Angle Rescue Certification, First Aid, Adult, Infant, Child CPR/AED, TWIC Card Holder, Aerial Lift Certification, Scissor Lift Certification.

Steve Green

Owner/President

Years in Utility Chimney Industry: 25

Skill Set: Safety Coordinator, Project Planning, Onsite Project Management and Execution, Resource Mobilization Planning, Rigging and Lifting Plan Creation, Key Vendor Relationship Management, Corporate Personnel, Corporate Financial, Employee Training and Certifications, OSHA Compliance

Certifications: SPRAT (Society of Professional Rope Access Technicians) Certified – Level III Including High-Angle Rescue Certification, OSHA 30 Certified, OSHA Asbestos in Construction Certified, OSHA Lead in Construction Certified, Confined Space Certified, Fall Protection Certified, Qualified Suspended Scaffolding Safety Inspector, First Aid Certified, Adult/Infant/Child CPR/AED Certified, TWIC Card Holder, Aerial Lift Certification, Scissor Lift Certification, AWS Certified Welder and Inspector, Ultrasonic Testing Level I Certified. Cardox Use Training and Trainer Certified, ATF Handler Specialist of Explosives.

Paul R. Llano, Jr. P.E.

Director of Engineering

Years in Industrial Projects: 35

Skill Set: Structural Engineering, Structural analysis and design of steel, concrete, masonry. familiar with various structural software packages such as STAAD Pro & RAM Concept, SmartPlant Review, AutoCAD, worked with FRP and timber structures, excellent in report writing and existing structures assessment skills, construction and material specifications, fluent with building code requirements, multi discipline general knowledge, field engineering and construction management, value added design. Experience includes Power, Pulp & Paper, Energy, Chemicals, Food & Beverage, Civil Infrastructure, Government and other types of facilities.

Certifications: Registered Professional Engineer in the States of Georgia, New York and Virginia.

Arijit De P.E.

Structural Engineer

Years in Civil/Structural Engineering Industry: 7

Skill Set: Knowledge of steel and reinforced concrete structural design and analysis. Experience with static (Linear and non-linear) structural strength and fatigue analyses using finite element analysis (FEA) techniques. Computer structural modelling and analysis skills in STAAD Pro, SAP 2000, MATLAB, StruCAD, SACS, SAFI and RISA 3D. Other relevant software skills include MATLAB and AutoCAD. Knowledge of codes and industry standards such as AISC and ACI.

Qualifications: Master of Engineering (Texas A & M), Bachelor of Engineering

Certification: Registered Professional Engineer in the States of Alabama and Texas.

Howtyen Dong E.I.T

Structural Engineer

Years in Civil/Structural Engineering Industry: 7

Skill Set: BS Civil Engineering (Georgia Institute of Technology, 2012), Structural analysis and design, Analysis of Non-Destructive Testing data, Visual assessment/characterization of materials, Creating and modifying design drawings using AutoCAD, Technical writing and communication incl. preparing client reports

Certifications: Registered Engineer in Training (EIT) in State of Georgia.

Bob Rielly

Project Manager

Years in utility Chimney Industry: 20

Skill Set: Organize Project Labor, Maintain Project Payroll Information, Client Relationship Management, Vendor Relationship Management, Materials and Supply Acquisition, Crew Supervision, Vehicle and Equipment Inspection, Operations Recruitment and Staffing,

Certifications: AWS Certified Welder and Inspector, OSHA 30 Certified, OSHA Asbestos in Construction Certified, OSHA Lead in Construction Certified, Confined Space Certified, Fall Protection Certified, Qualified Suspended Scaffolding Safety Inspector, SPRAT (Society of Professional Rope Access Technicians) Certified – Level III Including High-Angle Rescue Certification, First Aid Certified, Adult/Infant/Child CPR/AED Certified, TWIC Card Holder, Aerial Lift Certification, Scissor Lift Certification, Ultrasonic Testing Level I Certified

Evan Pitts

Project Manager

Years in Utility Chimney Industry: 8

Skill Set: Provide Engineering Support, Inspection, Welding, Cleaning, Coating/Painting and Repair

Certifications: First Aid Certified, Adult/Infant/Child CPR/AED Certified, MSHA (Mine Safety and Health Administration) Part 46/48 – 24 hour Certified, OSHA 30 Certified, Confined Space Certified, Hazwoper Certified, Lock Out Tag Out Certified, Qualified Suspended Scaffolding Safety Inspector, SPRAT (Society of Professional Rope Access Technicians) Level III Certified, Ultrasonic Testing Level I Certified

Wesley Howard

Project Manager

Years in Utility Chimney Industry: 5

Skill Set: Chimney/Stack Inspections, Cleaning, Coating/Painting; Cement Plant Duct Inspections and Repairs; FPR Stack & Liner Repairs, Engineering Support and Client Communication

Certifications: MSHA Part 46, MSHA Part 48, MSHA 8 Hr. Refresher, OSHA 30, SPRAT Level I, SoCo DT, OSHA 10, TWIC, OSHA 30, 8 Hr. Hazwoper, SPRAT Levels 1-3, CPR/First Aid, Confined Space, LOTO, HAZ 8 Hr. Refresher, GHS, Respirator FIT, Qualified Scaffold, UT Testing, TWIC, Hair Sample, Reg DT, FAA UAV Pilot

Christopher Ledbetter

Project Manager – Bulk Materials

Years in Utility Chimney Industry: 4

Skill Set: Industrial Project Management, Inspections and Repair Scheduling, Control and Forecast Budgets, Employee Management, Quality Control, Material Acquisitions, Crew Supervision and Staff Motivation

Certifications: OSHA 10, MSHA Part 48, SPRAT (Society of Professional Rope Access Technicians) Certified – Level I, TWIC Card Holder, Aerial Boomlift Operator Certification, Scissor Lift Operator Certification, Rough Terrain Forklift Certification, Skid Steer Loader Operator Certification, Excavator Operator Certification, NDT Ultrasonic Testing Level I/II, NDT Magnetic Particle Testing I/II, NDT Liquid Penetrant Testing Level I/II, Cardox Blasting Operator / Trainer Certification, ATF Handler of Explosives IV, Bin Whip Operator, Material Removal Specialist, Confined Space Certified, Lock Out Tag Out Certified, Fall Protection Certified, Qualified Scaffold Operator, First Aid Certified, Adult/Infant/Child CPR/AED Certified

Technical Inspection & Repair Employee Credentials/Requirements:

Level 1 Operator

- OSHA 10 General Industry Certified (Training completed online via Summit Training Source)
- MSHA Part 48 – 24Hr Certified (Training and Certification through Zero Zone Resources, Inc.)

Level 2 Operator

- SPRAT Level 1 Certified (SPRAT – Society of Professional Rope Access Technicians) (Training and Certification through Southeastern Rope Access or ALTIUS)
- Big 3 Operator Certified (Training and Certification through United Academy or certifymeonline.com)

Level 3 Operator

- HAZWOPER or OSHA 30 Certified (Training completed via Summit Training Source)

Level 4 Operator

- SPRAT Level 2 Certified (SPRAT – Society of Professional Rope Access Technicians) (Training and Certification through Southeastern Rope Access or ALTIUS)

Level 5 Operator

- SPRAT Level 3 Certified (SPRAT – Society of Professional Rope Access Technicians) (Training and Certification through Southeastern Rope Access or ALTIUS)



PRODUCT PROFILE

GENERIC DESCRIPTION Aliphatic Acrylic Polyurethane**COMMON USAGE** A coating highly resistant to abrasion, wet conditions, corrosive fumes, chemical contact and exterior weathering. Direct-to-Metal capability allows for a labor-saving, high-build, single coat application. NOT FOR IMMERSION SERVICE.**COLORS** Refer to Tnemec Color Guide. **Note:** Certain colors may require multiple coats depending on method of application and finish coat color. When feasible, the preceding coat should be in the same color family (blue, gray, etc.), but noticeably different.**FINISH** Semi-gloss**SPECIAL QUALIFICATIONS** Series 73 meets the accelerated weathering requirements of SSPC Paint Standard 36.

This product is part of a coating system tested in accordance with ISO 12944-6 (2018). Contact your Tnemec representative for coating system test results.

COATING SYSTEM

PRIMERS **Steel:** Self-priming or Series 1, 20, FC20, 27, 27WB, 37H, 66, L69, L69F, N69, N69F, V69, V69F, 90-97, H90-97, 90G-1K97, 91-H₂O, H91-H₂O, 94-H₂O, 132, 135, L140, L140F, N140, N140F, V140, V140F, 141, 161, 394, V530, 1224. **Galvanized Steel & Non-Ferrous Metal:** Series 66, L69, N69, V69, 1224. **Note:** For special galvanized surface preparation instructions, consult the latest version of Tnemec Technical Bulletin 10-78. **Concrete:** Series 66, L69, L69F, N69, N69F, V69, V69F, 141, 161, 1254 **CMU:** Series 1254**Note:** Series V530 exterior exposed more than 24 hours, Series L69, N69, V69, 135, L140, N140, or V140 exterior exposed more than 60 days, Series L69F, N69F, V69F, L140F, N140F or V140F exterior exposed more than 30 days, or Series 132 or 141 exterior exposed more than 14 days must first be scarified or reprimed with themselves. Brush blasting with fine abrasive is the preferred method of scarification. Recoat windows for other primers may apply. See those data sheets for additional information.**TOPCOATS** Series 700, 701, 740, 750, 1070, 1070V, 1071, 1071V, 1072, 1072V, 1074, 1074U, 1075, 1075U, 1077, 1078, 1094, 1095, 1096.

SURFACE PREPARATION

STEEL SSPC-SP6/NACE 3 Commercial Blast Cleaning or ISO Sa 2 Thorough Blast Cleaning with a minimum angular anchor profile of 2.0 mils.**ALL SURFACES** Must be clean, dry and free of oil, grease and other contaminants. See primer product data sheet for surface preparation recommendation.

TECHNICAL DATA

VOLUME SOLIDS 58.0 ± 2.0% (mixed) †**RECOMMENDED DFT** **Topcoat Service:** 2.0 to 5.0 mils (50 to 125 microns) per coat.**Direct-to-Metal Service:** 3.5 to 5.0 mils (90 to 125 microns).**Note:** Number of coats and thickness requirements will vary with substrate, application method and exposure. For DTM or applications over zinc or MIO-zinc, as part of a two-coat system, consult the latest version of Tnemec Technical Bulletin 13-100 or contact your Tnemec representative.**CURING TIME**

| Temperature | To Touch | To Handle | To Recoat |
|-------------|----------|-----------|-----------|
| 75°F (24°C) | 1 hour | 5-8 hours | 12 hours |

Curing time varies with surface temperature, air movement, humidity and film thickness. **Note:** For faster curing and low-temperature applications, add No. 44-710 Urethane Accelerator; see separate product data sheet.**VOLATILE ORGANIC COMPOUNDS**

| Unthinned | Thinned 10% (Max) (No. 39 Thinner) | Thinned 10% (Max) (No. 42 Thinner) | Thinned 10% (Max) (No. 48 Thinner) | Thinned 10% (Max) (No. 56 Thinner) | Thinned 10% (Max) (No. 63 Thinner) |
|-----------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| 2.70 lbs/gallon (324 grams/litre) | 3.05 lbs/gallon (366 grams/litre) | 3.10 lbs/gallon (371 grams/litre) | 3.15 lbs/gallon (378 grams/litre) | 2.76 lbs/gallon (331 grams/litre) | 3.07 lbs/gallon (368 grams/litre) |

HAPS

| Unthinned | Thinned 10% (Max) (No. 39 Thinner) | Thinned 10% (Max) (No. 42 Thinner) | Thinned 10% (Max) (No. 48 Thinner) | Thinned 10% (Max) (No. 56 Thinner) | Thinned 10% (Max) (No. 63 Thinner) |
|---------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| 0.27 lbs/gal solids | 0.27 lbs/gal solids | 0.27 lbs/gal solids | 0.27 lbs/gal solids | 0.27 lbs/gal solids | 0.32 lbs/gal solids |

THEORETICAL COVERAGE 930 mil sq ft/gal (22.8 m²/L at 25 microns). †**NUMBER OF COMPONENTS** Two: Part A and Part B**MIXING RATIO** By volume: Four (Part A) to one (Part B)**PACKAGING**

| | PART A | PART B | When Mixed |
|--------------|------------------------------|----------------------------|-------------------|
| 5 Gallon Kit | 5 gallon pail (partial fill) | 1 gallon can | 5 gallons (18.9L) |
| 1 Gallon Kit | 1 gallon pail (partial fill) | 1 quart can (partial fill) | 1 gallon (3.79L) |

NET WEIGHT PER GALLON 12.13 ± 0.25 lbs (5.50 ± 0.11 kg) †**STORAGE TEMPERATURE** Minimum 20°F (-7°C) Maximum 110°F (43°C)**TEMPERATURE RESISTANCE** (Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)

ENDURA-SHIELD® | SERIES 73

SHELF LIFE Part A: 24 months at recommended storage temperature.
Part B: 12 months at recommended storage temperature.

FLASH POINT - SETA Part A: 55°F (13°C) Part B: 112°F (43°C)

HEALTH & SAFETY Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.
Keep out of the reach of children.

APPLICATION

COVERAGE RATES

Topcoat Service

| | Dry Mils (Microns) | Wet Mils (Microns) | Sq Ft/Gal (m ² /Gal) |
|-----------|--------------------|--------------------|---------------------------------|
| Suggested | 2.5 (65) | 4.5 (115) | 372 (34.6) |
| Minimum | 2.0 (50) | 3.5 (90) | 465 (43.2) |
| Maximum | 3.0 (75) | 5.0 (155) | 310 (28.8) |

Direct-to-Metal; over Zinc or MIO-Zinc

| | Dry Mils (Microns) | Wet Mils (Microns) | Sq Ft/Gal (m ² /Gal) |
|-----------|--------------------|--------------------|---------------------------------|
| Suggested | 4.0 (100) | 7.0 (180) | 233 (21.6) |
| Minimum | 3.5 (90) | 6.0 (150) | 266 (24.7) |
| Maximum | 5.0 (125) | 8.5 (215) | 186 (17.3) |

Allow for overspray and surface irregularities. Wet film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. †

MIXING Stir contents of the container marked Part A, making sure no pigment remains on the bottom. Add the contents of the can marked Part B to Part A while under agitation. Continue agitation until the two components are thoroughly mixed. When used with 44-710 Urethane Accelerator, first blend 44-710 into Part A under agitation; continue as above. Do not use mixed material beyond pot life limits. **Caution: Part B is moisture-sensitive and will react with atmospheric moisture. Keep unused material tightly closed at all times.**

THINNING For air spray, thin up to 10% or 3/4 pint (380 mL) per gallon by volume with No. 42 Thinner if temperatures are below 80°F (27°C), use No. 48 Thinner for temperatures above 80°F (27°C). Thin up to 5% or 1/4 pint (190 mL) per gallon for airless spray. For brush or roller, thin 5% to 10% or 1/4 to 3/4 pint (190 to 380 mL) per gallon with No. 39 or No. 63 Thinner. Thinning is required for proper brush or roller application. **Note:** A maximum of 10% of No. 56 Thinner may be used to comply with VOC regulations. **Caution: Do not add thinner if more than thirty (30) minutes have elapsed after mixing.**

POT LIFE 8 hours at 40°F (4°C) 4 hours at 77°F (25°C) 2 hours at 100°F (38°C)

APPLICATION EQUIPMENT

Air Spray

| Gun | Fluid Tip | Air Cap | Air Hose ID | Mat'l Hose ID | Atomizing Pressure | Pot Pressure |
|---------------|-----------|------------|----------------------------------|----------------------------------|----------------------------|----------------------------|
| DeVilbiss JGA | E | 765 or 704 | 5/16" or 3/8" (7.9 or 9.5 mm) | 3/8" or 1/2" (9.5 or 12.7 mm) | 75-90 psi (5.2-6.2 bar) | 10-20 psi (0.7-1.4 bar) |

Low temperatures or longer hoses require higher pot pressure.

Airless Spray

| Tip Orifice | Atomizing Pressure | Mat'l Hose ID | Manifold Filter |
|------------------------------------|--------------------------------|---------------------------------|--------------------------|
| 0.013"-0.017" (330-430 microns) | 2700-3300 psi (186-228 bar) | 1/4" or 3/8" (6.4 or 9.5 mm) | 60 mesh (250 microns) |

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

Roller: Use 1/4" to 3/8" (6.4 mm to 9.5 mm) synthetic woven nap roller cover. Do not use long nap roller covers. **Note:** Two coats are required to obtain dry film thickness above 3.0 mils (75 microns).

Brush: Recommended for small areas only. Use high quality natural or synthetic bristle brushes. **Note:** Two or more coats may be required to obtain recommended film thicknesses.

SURFACE TEMPERATURE

Minimum 35°F (2°C) Maximum 120°F (49°C)

The surface should be dry and at least 5°F (3°C) above the dew point.

Cure time necessary to resist direct contact with moisture at surface temperature:

40°F (4°C): 24 to 40 hours 50°F (10°C): 18 to 26 hours 60°F (16°C): 12 to 16 hours

70°F (21°C): 4 to 8 hours 90°F (32°C): 2 to 4 hours 100°F (38°C): 2 to 3 hours

If the coating is exposed to moisture before the preceding cure parameters are met, dull, flat or spotty appearing areas may develop. Actual times will vary with air movement, film thickness and humidity.

CLEANUP

Flush and clean all equipment immediately after use with the recommended thinner or MEK.

† Values may vary with color.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

Tnemec Company, Inc. 6800 Corporate Drive Kansas City, Missouri 64120-1372 +1 816-483-3400 www.tnemec.com

**CHEMBUILD®**

PRODUCT DATA SHEET

SERIES 135**PRODUCT PROFILE**

| | |
|-----------------------------|--|
| GENERIC DESCRIPTION | Modified Polyamidoamine Epoxy |
| COMMON USAGE | High-build coating with superior wetting for marginally prepared rusty steel and tightly adhering old coatings. Excellent abrasion-, chemical- and corrosion-resistance. Perfect foundation for aliphatic-polyurethanes. NOT FOR IMMERSION SERVICE. |
| COLORS | DC74 Off-White, 1243 Metallic Aluminum and more: refer to Tnemec Color Guide. Note: Epoxies chalk with extended exposure to sunlight. Lack of ventilation, incomplete mixing, miscatalyzation or the use of heaters that emit carbon dioxide and carbon monoxide during application and initial stages of curing may cause yellowing to occur. |
| FINISH | Semi-gloss |
| PERFORMANCE CRITERIA | Extensive test data available. Contact your Tnemec representative for specific test results. |

COATING SYSTEM

| | |
|-----------------|--|
| PRIMERS | Steel: Self-priming Galvanized Steel and Non-Ferrous Metal: Self-priming |
| TOPCOATS | Series 6, 30, 35, 66, L69, L69F, N69, N69F, V69, V69F, 73, 84, 104, 115, 161, 1028, 1029, 1070, 1071, 1072, 1074, 1074U, 1075, 1075U. Note: When topcoating with Endura-Shield polyurethane finish, exterior exposed Series 135 has the following maximum time to recoat: Series 73, 1074/1074U or 1075/1075U, 60 days. Series 1070, 1071 or 1072, 14 days. If these times are exceeded, an epoxy intermediate coat or scarification is required before topcoating. Refer to appropriate topcoat data sheet for additional information. |

SURFACE PREPARATION

| | |
|---|---|
| STEEL | Abrasive blast cleaning to SSPC-SP6/NACE 3 generally produces the best coating performance. If conditions will not permit this, Series 135 may be applied to SSPC-SP2 or SP3 Hand or Power Tool Cleaned surfaces. |
| GALVANIZED STEEL & NON-FERROUS METAL | Surface preparation recommendations will vary depending on substrate and exposure conditions. Contact your Tnemec representative or Tnemec Technical Services. |
| PAINTED SURFACES | Test patch is recommended. |
| ALL SURFACES | Must be clean, dry and free of oil, grease and other contaminants. |

TECHNICAL DATA

| | |
|------------------------|--|
| VOLUME SOLIDS | 84.0 ± 2.0% (mixed) † |
| RECOMMENDED DFT | Conventional Build: 4.0 to 6.0 mils (100 to 150 microns) per coat. Hi-Build: 7.0 to 9.0 mils (180 to 230 microns) per coat. Note: Number of coats and thickness requirements will vary with substrate, application method and exposure. Contact your Tnemec representative. |

| | | | | |
|-------------|-------------|--|-----------|-----------|
| CURING TIME | Temperature | To Touch | To Handle | To Recoat |
| | 75°F (24°C) | 6 hours at 5.0 mils DFT (125 microns) | 18 hours | 24 hours |

Curing time varies with surface temperature, air movement, humidity and film thickness.

| | |
|-----------------------------------|--|
| VOLATILE ORGANIC COMPOUNDS | EPA Method 24 Unthinned: 0.72 lbs/gallon (86 grams/litre) Thinned 15% (No. 19 Thinner): 1.91 lbs/gallon (229 grams/litre) Thinned 15% (No. 18 Thinner): 2.05 lbs/gallon (246 grams/litre) Thinned 15% (No. 62 Thinner): 0.72 lbs/gallon (86 grams/litre) † |
| HAPS | Unthinned: 1.29 lbs/gal solids Thinned 15% (No. 19 Thinner): 2.54 lbs/gal solids Thinned 15% (No. 18 Thinner): 1.29 lbs/gal solids |
| THEORETICAL COVERAGE | 1,347 mil sq ft/gal (33.1 m ² /L at 25 microns). See APPLICATION for coverage rates. † |
| NUMBER OF COMPONENTS | Two: Part A and Part B |
| MIXING RATIO | By volume: Four (Part A) to one (Part B) |
| PACKAGING | Five-Gallon Kit: Consists of four gallons of Part A in a five-gallon pail and one gallon of Part B in a one-gallon can. When mixed, yields five gallons (18.9L). One-Gallon Kit: Consists of a partially filled one-gallon can of Part A and a partially filled one-quart can of Part B. When mixed, yields one gallon (3.79L). |
| NET WEIGHT PER GALLON | Series 135: 12.30 ± 0.25 lbs (5.58 ± .11 kg) (mixed) 135-1243: 11.52 ± 0.25 lbs (5.23 ± .11 kg) (mixed) † |
| STORAGE TEMPERATURE | Minimum 20°F (-7°C) Maximum 120°F (49°C) |
| TEMPERATURE RESISTANCE | (Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C) |
| SHELF LIFE | 24 months at recommended storage temperature. |
| FLASH POINT - SETA | Part A: 75°F (25°C) Part B: 201°F (94°C) |
| HEALTH & SAFETY | Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product. Keep out of the reach of children. |

CHEMBUILD® | SERIES 135

APPLICATION

COVERAGE RATES

Conventional Build (Spray, Brush or Roller)

| | Dry Mills (Microns) | Wet Mills (Microns) | Sq Ft/Gal (m ² /Gal) |
|-----------|---------------------|---------------------|---------------------------------|
| Suggested | 5.0 (125) | 6.0 (150) | 269 (25.0) |
| Minimum | 4.0 (100) | 5.0 (125) | 337 (31.3) |
| Maximum | 6.0 (150) | 7.0 (180) | 224 (20.8) |

High-Build (Spray Only)

| | Dry Mills (Microns) | Wet Mills (Microns) | Sq Ft/Gal (m ² /Gal) |
|-----------|---------------------|---------------------|---------------------------------|
| Suggested | 8.0 (205) | 9.5 (240) | 168 (15.6) |
| Minimum | 7.0 (180) | 8.5 (215) | 192 (17.8) |
| Maximum | 9.0 (230) | 11.0 (280) | 150 (13.9) |

Note: Can be spray applied at 7.0 to 9.0 mils (180 to 230 microns) DFT per coat when extra protection or the elimination of a coat is desired. Can be sprayed at 4.0 to 6.0 mils (100 to 150 microns) DFT per coat for use in systems requiring a conventional build. Brush or roller will normally achieve the 4.0 mil (100 microns) minimum for conventional build application. However, under certain conditions some colors may require two coats to achieve suggested film thickness. Allow for overspray and surface irregularities. Film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. †

MIXING

Power mix contents of each container, making sure no pigment remains on the bottom. Add the contents of the can marked Part B to Part A while under agitation. Continue agitation until the two components are thoroughly mixed. Do not use mixed material beyond pot life limits. **Note:** Both components must be above 50°F (10°C) prior to mixing. For application to surfaces between 50°F to 60°F (10°C to 16°C), allow mixed material to stand thirty (30) minutes and restir before using. For optimum application properties, blended components should be above 60°F (16°C).

THINNING

For air or airless spray, thin 10% to 15% or 3/4 pint to 1 1/4 pints (380 to 570 mL) per gallon with No. 19 or No. 62 Thinner. For brush or roller, thin 10% to 15% or 3/4 pint to 1 1/4 pints (380 to 570 mL) per gallon with No. 18 or No. 62 Thinner.

POT LIFE

8 hours at 50°F (10°C) 4 hours at 77°F (25°C) 2 hours at 100°F (38°C)

APPLICATION EQUIPMENT

Air Spray

| Gun | Fluid Tip | Air Cap | Air Hose ID | Mat'l Hose ID | Atomizing Pressure | Pot Pressure |
|---------------|------------|------------|----------------------------------|----------------------------------|----------------------------|----------------------------|
| DeVilbiss JGA | E .070" | 765 or 704 | 5/16" or 3/8" (7.9 or 9.5 mm) | 3/8" or 1/2" (9.5 or 12.7 mm) | 70-90 psi (4.8-6.2 bar) | 20-30 psi (1.4-2.1 bar) |

Low temperatures or longer hoses require higher pot pressure.

Airless Spray

| Tip Orifice | Atomizing Pressure | Mat'l Hose ID | Manifold Filter |
|------------------------------------|--------------------------------|---------------------------------|--------------------------|
| 0.017"-0.021" (430-535 microns) | 3000-4200 psi (207-290 bar) | 1/4" or 3/8" (6.4 or 9.5 mm) | 60 mesh (250 microns) |

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

Note: Series 135-1243 must be applied by brush or roller to achieve aluminum appearance. For spray application, contact your Tnemec representative.

Roller: Use 3/8" or 1/2" (9.5 mm or 12.7 mm) synthetic woven nap covers.

Brush: Use high quality natural or synthetic bristle brushes.

SURFACE TEMPERATURE

Minimum 50°F (10°C) Maximum 135°F (57°C)

The surface should be dry and at least 5°F (3°C) above the dew point. **Note:** Amine blush may develop during cure if the surface temperature drops below the minimum, particularly under high humidity. Blush must be removed prior to topcoating; contact your Tnemec representative.

CLEANUP

Flush and clean all equipment immediately after use with the recommended thinner or MEK.

† Values may vary with color.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.



PRODUCT PROFILE

GENERIC DESCRIPTION

Moisture-Cured Aromatic Urethane

COMMON USAGE

Aluminum pigmented primer or finish for marginally cleaned steel. Provides excellent abrasion-, moisture-, chemical- and corrosion-resistance. Suitable for use as a topcoat where an aluminum finish is desired. Topcoating provides enhancement of systems and more latitude with color. Compatible with aged coatings, but verify with test patch.

COLORS

Aluminum

FINISH

Matte

PERFORMANCE CRITERIA

Extensive test data available. Contact your Tnemec representative for specific test results.

COATING SYSTEM

TOPCOATS

Series 2H, 2HS, 27, 66, 66HS, L69, N69, 72, 73, 82HS, 113, 114, 161, 161HS, V530, 1028, 1029, 1074, 1074U, 1075, 1075U, 1077

Note: Series V530 exterior (sunlight) exposed for 24 hours or longer requires scarification or an intermediate coat of Series 27, 66, 66HS or N69 prior to topcoating with itself (V530), 72, 73, 1028, 1029, 1074, 1074U, 1075, 1075U or 1077. Also if exterior exposed for 7 days or longer, V530 requires scarification or an intermediate coat of 27, 66, 66HS or N69 prior to topcoating with 113 or 114. The intermediate coat color should be noticeably different but in the same family as the specified topcoat color.

SURFACE PREPARATION

STEEL

Moderate Exposure: SSPC-SP2 Hand Tool Cleaning or SSPC-SP3 Power Tool Cleaning (SSPC Rust Grade Condition C or Condition D).

Severe Exposure: SSPC-SP6/NACE 3 Commercial Blast Cleaning with a minimum angular anchor profile of 1.5 mils.

PREVIOUSLY COATED SURFACES

A test patch is required prior to application on previously coated surfaces. Reference the latest version of Technical Bulletin 98-10.

ALL SURFACES

Must be clean, dry and free of oil, grease and other contaminants.

TECHNICAL DATA

VOLUME SOLIDS

51.0 ± 2.0%

RECOMMENDED DFT

2.0 to 3.0 mils (50 to 75 microns) per coat. **Caution: Application at film thicknesses exceeding 3.0 dry mils (75 microns) per coat or at relative humidities above 70% R.H. may cause bubbles to form in the cured film.**

CURING TIME

| Temperature † | To Touch | To Handle | To Recoat |
|---------------|----------|-----------|-----------|
| 75°F (24°C) | 2 hours | 3 hours | 5 hours |

† 50% Relative Humidity

Curing time varies with surface temperature, air movement, humidity and film thickness.

Note: For faster curing, low humidity and low-temperature applications, add No. 44-710 Urethane Accelerator; see separate product data sheet.

VOLATILE ORGANIC COMPOUNDS

Unthinned: 1.25 lbs/gallon (149 grams/litre)

HAPS

Unthinned: 0.03 lbs/gal solids

THEORETICAL COVERAGE

818 mil sq ft/gal (20.1 m²/L at 25 microns). See APPLICATION for coverage rates.

NUMBER OF COMPONENTS

One

PACKAGING

5 gallon pail yielding 5 gallons (18.9 L) and one gallon can yielding 0.95 gallons (3.6 L)

NET WEIGHT PER GALLON

10.90 ± 0.25 lbs (4.94 ± .11 kg)

STORAGE TEMPERATURE

Minimum 20°F (-7°C) Maximum 110°F (43°C)

TEMPERATURE RESISTANCE

(Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)

SHELF LIFE

12 months at recommended storage temperature.

FLASH POINT - SETA

95°F (35°C)

HEALTH & SAFETY

Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.

Keep out of the reach of children.

APPLICATION

COVERAGE RATES

| | Dry Mils (Microns) | Wet Mils (Microns) | Sq Ft/Gal (m ² /Gal) |
|-----------|--------------------|--------------------|---------------------------------|
| Suggested | 2.5 (65) | 5.0 (125) | 327 (30.4) |
| Minimum | 2.0 (50) | 4.0 (100) | 409 (38.0) |
| Maximum | 3.0 (75) | 6.0 (150) | 273 (25.3) |

Allow for overspray and surface irregularities. Film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance.

MIXING

Stir thoroughly, making sure no pigment remains on the bottom of the can. This product reacts with moisture. Viscosity will remain constant if material is kept dry. Keep unused material tightly closed at all times. Avoid vigorous agitation that will incorporate excessive amounts of humid air into the product.

OMNITHANE® | SERIES V530

**THINNING
APPLICATION EQUIPMENT**

DO NOT THIN.

Air Spray

| Gun | Fluid Tip | Air Cap | Air Hose ID | Mat'l Hose ID | Atomizing Pressure | Pot Pressure |
|----------------------|-----------|------------|----------------------------------|----------------------------------|----------------------------|----------------------------|
| DeVilbiss MBC or JGA | E | 765 or 704 | 5/16" or 3/8" (7.9 or 9.5 mm) | 3/8" or 1/2" (9.5 or 12.7 mm) | 60-80 psi (4.2-5.5 bar) | 10-20 psi (0.7-1.4 bar) |

Low temperatures or longer hoses require higher pot pressure.

Airless Spray

| Tip Orifice | Atomizing Pressure | Mat'l Hose ID | Manifold Filter |
|------------------------------------|--------------------------------|---------------------------------|--------------------------|
| 0.013"-0.017" (330-430 microns) | 3000-3300 psi (207-227 bar) | 1/4" or 3/8" (6.4 or 9.5 mm) | 60 mesh (250 microns) |

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

Roller: Use carpet-type roller covers.**Brush:** Use high quality natural or synthetic bristle brushes.**SURFACE TEMPERATURE**

Minimum 35°F (2°C) Maximum 120°F (49°C)

The surface should be dry and at least 5°F (3°C) above the dew point. **Note:** Series 44-710 Accelerator must be used if the surface temperature is 35°F to 60°F (2°C to 16°C) and 20% to 40% relative humidity.**AMBIENT HUMIDITY**

Minimum 20% Maximum 70%

CLEANUP

Flush and clean all equipment immediately after use with xylene.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

SUBCONTRACTOR LIST

PROJECT NAME: Stack Repairs - Spokane Solid Waste Disposal - Waste To Energy Facility

IMPORTANT: REFER TO SECTION II. GENERAL REQUIREMENTS, 9.
SUBCONTRACTORS *(use additional pages if necessary):*

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

___X___ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT




City of Spokane, Washington

Supplemental Bidder Responsibility Criteria

| | |
|--|--|
| Project Name: Stack Repairs - Spokane Solid Waste Disposal - Waste To Energy Facility | |
| | Project # PW ITB 5665-22 |
| Part A: General Company Information | |
| Company Name Industrial Access, Inc. | |
| Address 1465 Ventura Drive, Cumming, GA 30040 | |
| Contact Name and Title Mark Young, Business Development | |
| Contact Phone 770-255-1313 / 865-806-2371 | Contact E-mail myoung@industrialaccess.com |
| Years in business as a Prime Contractor 13 Years | Years in business as a sub-contractor 13 Years |
| Years in business under present Name 13 Years | |
| List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years – N/A | |
| Explain reason for name change(s) in the past five (5) years – N/A | |
| Part B: Work Experience | |
| List at least three (3) HA projects completed within the last five (5) years on the attached Project Experience form which are similar in type, size and scope of work required for this project – See Attached. | |
| Part C: Performance Evaluation | |
| Under past or present names, does the bidder have a history of receiving “deficient” or “inadequate” evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years? No | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If “Yes” attach a separate, signed / dated statement listing the projects and an explanation. | |
| Part D: Record of Debarment / Disqualification | |
| Has the bidder (including the primary contractor, any firm with which any of the primary contractor’s owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years? No | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If “Yes”, attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action. | |
| Part E: Safety | |
| In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight? | |
| The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane Street | |

| |
|---|
| Department. It is expected the contractor will have an EMR rating <1, OSHA recordable rate below industry average and no OSHA Violations for the past 3 years. |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision. |
| |
| Part F: Environmental |
| In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor? |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision. |
| |
| Part G: Discrimination |
| Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services? No |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings. |
| |
| Part H. Prevailing Wage |
| In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance? NO |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City. |
| Part I. Claims Against Retainage and Bonds |
| Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years? No |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion. |
| |
| |

| | |
|---|-----------------|
| Part J. Termination for Cause | |
| Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years? No | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion. | |
| Part K: Litigation | |
| Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years? No | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion. | |
| Part L: Delinquent State Taxes | |
| Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award? No | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List". | |
| Part M: Subcontractor Responsibility | |
| Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors? N/A | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors. We do not use subcontractors | |
| Signature | |
| The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane. | |
| Signature of Authorized Representative | Date 07-14-2022 |
|  | |

| | |
|---|-------|
| Printed Name of Authorized Representative | Title |
| Mark Young, Business Development Manager | |

Attachment to Supplemental Bidder Responsibility Criteria
Work Experience Form

See Attached Reference Sheets



INDUSTRIAL ACCESS

Client References

Structural Repairs / Aviation Warning Lights / Lad Saf Platforms

Client: Alabama Power - Plant Gaston, AL

Contact: Megan Huntsigner, mhuntsin@southernco.com, 205-669-8445

Structure Description: 750' Concrete Stack with Radial Brick Liner

Work Description: Stack Repairs - Concrete Shell Crack Repairs, Concrete Shell Spall Repairs, Ladder Replacement, Annulus Personnel Lighting System Installation, Clean and Coat Top of Concrete Windscreen, Clean and Repair Top Platform, Repair Lightning Protection System, Repoint Mortar Joints on Interior of Brick Liner, Clean and Coat Caps, Repairs Vertical Cracks in Brick Liner.

Client: OG&E - Seminole Plant, OK

Contact: Bill Shandy, shandywe@oge.com, 405-553-8611

Structure Description: 350' Concrete Windscreen with Free Standing Refractory Brick

Work Description: Unit # 3 Chimney AWL Replacement System – Aviation Warning Lights replaced with a new and updated system to be in full compliance with FAA guidelines. Removed the entire existing AWL system and replaced with new LED system to include (8) beacons, photocell assemblies and a Smart-Controller.

Client: Martin Marietta - Hunter Cement, New Braunfels, TX

Contact: Travis Waxler, travis.waxler@martinmarietta.com, 830.312.2154

Structure Description: 300' Reinforced Concrete Chimney with Fire Shale Medium Duty Refractory Brick Liner

Work Description: K1 Main Cooler Stack + K1 Duct Repairs - Inspection Services on the equipment at the facility via rope access services. Interior and exterior surfaces for signs of deterioration and corrosion. Interior Plating installation for the Alkaline & Main duct. Exterior Concrete Shell Repairs – Porthole sealing, crack repairs, washdown of chimney, applied protective coatings.

Client: LeHigh Hanson Cement, Leeds, AL

Contact: Joel Yeager, jyeager@lehighcement.com, 205-702-7132

Structure Description: 162' single wall carbon steel conditioning tower with exterior insulation and cladding supported on steel posts

Work Description: Conditioning Tower Interior Repairs / Plating Reinforcement - Rigging & Safety, Preliminary Inspection Services, Installation of Vertical Stiffeners, Wall Plate Repairs.



INDUSTRIAL ACCESS

Client References

Structural Repairs / Aviation Warning Lights / Lad Saf Platforms

Client: Georgia Pacific - Alabama River Cellulose, Perdue Hill, AL

Contact: Cody Wallace, cody.wallace@gapac.com, 251-743-8263

Structure Description: 250' Reinforced Concrete Windscreen with Fired Shale Medium Refractory Brick Liner

Work Description: #7 Inspection & Stack Repairs - Repair the spalled concrete & cracks in the exterior of the shell. Replace missing washers & nuts on test ports concrete opening cover plates. Repair the top of the foundation cracks. Repair the Lightning Protection System (LPS). Clean and coat inner and outer chimney caps & repair blowout on the gasket. Remove the abandoned AWL power conduit. Repair, clean, and coat both platforms. Repair the damaged ladder. Replace the deteriorated annulus access door. Repair, clean and coat the east and west duct structural steel support. Repair the exterior of the east & west breaching ducts. Clean and coat the pressurizing duct exterior and expansion joint clamp bars and fasteners. Tuck-point mortar joints, cracks and replace/repair broken and missing bricks on the interior of the liner. Seal the gaps between the breaching ducts and the liner openings. Repair cracks and buck stay steel on the exterior of the liner around access door.

Client: Westrock, Hopewell, VA

Contact: Tony Lamar, anthony.lamar@westrock.com, 804-704-3291

Structure Description: Two Single Wall Carbon Steel Stacks of dia 8"x8' supported by Precipitator Structure and extending 67' above Plenum.

Work Description: Emergency Stack Repairs: 8 band rings installed, weld joints, crack repair, platform knee brace installation. **Recovery Boiler West Stack Plenum Repairs:** Flyash removal, ultrasonic thickness measurements, structure steel field measurement, base chair, and anchor bolts replacement, lagging and insulation removal, vertical plate installation, welding, vertical stiffener installation, base plate replacement. New lagging and insulation replacement. **Recovery Boiler East Stack Plenum Repairs:** Flyash removal, ultrasonic thickness measurements, structure steel field measurement, base chair and anchor bolts replacement, lagging and insulation removal, vertical plate installation, welding, vertical stiffener installation, base plate replacement. New lagging and insulation replacement.

Client: AES Warrior Run, Cumberland, MD

Contact: Paul Matlock, paul.matlock@aes.com, 918-581-6041

Structure Description: 257' Concrete Shell with Steel Liner

Work Description: Stack Umbilical Installation – New umbilical cord installation in the existing cable tray at the 180' platform inside the CEMS shed.



INDUSTRIAL ACCESS

Client References

Structural Repairs / Aviation Warning Lights / Lad Saf Platforms

Client: OG&E Energy – Corporate; Plant Sooner, Plant Muskogee, Plant Seminole

Contact: Amy Howell, howellar@oge.com, 405-553-4946

Structure Description: (7) Seven 350' – 500' Concrete Stacks

Work Description: Ladsaf Inspection Services-Safety Ladder installation, Fall Arrest Replacement Systems.

Client: Energy, Plant Nelson, Westlake, LA

Contact: Craig Nichols, cnicho3@entergy.com, 337-302-1111

Structure Description: (3) three 415' Reinforced Concrete Shell, with Steel Liners

Work Description: Hurricane Damage on Three Stacks - AWL repairs & replacement and controller upgrades, removed existing abandoned conduits, repaired roof guardrails, replaced the flue lateral guides, roof hatch replacement, welded plates flue rain hood, replaced buckled grating on interior platform, repaired failed connections on existing beams, sealed holes on roof concrete slab.

Client: International Paper, Bogalusa, AL

Contact: James Williams, james.williams1@ipaper.com, 985-205-2419

Structure Description: 250' reinforced concrete

Work Description: AWL inspection & repairs, safety gate installation. Safety ladder climb replacement.

Client: Rico Elevators - Fred Hartman Bridge, Baytown TX

Contact: Nick Austin, nickaustin@ricoelevators.com, 281-961-5705

Structure Description: Fred Hartman Bridge cable stayed bridge, spanning 2.6 miles, polymer-wrapped steel spire wire 436' evaluation

Work Description: Rope Access Services - Roof hatch replacement and LED lightning protection equipment & replacement on Fred Hartman Bridge. Debris removal from platforms on each spire.

Client: Cliff Natural Resources - Tilden Mine, Ishpeming, MI

Contact: Jonah Kuhlman, Jonah.kuhlman@clevelandcliffs.com, 906-475-3429

Structure Description: 238' Steel Stack with 14' Conical Top

Work Description: Stack Liner Replacement, demolition of existing gunite coating and support system, removed liner rust by blasting, installation of new gunite anchors full height of the stack, installed support surfaces, breaks for refractory, installation of new gunite liner.



INDUSTRIAL ACCESS

Client References

Structural Repairs / Aviation Warning Lights / Lad Saf Platforms

Client: MidAmerica, Walter Scott Energy Center, Council Bluffs, IA

Contact: Dale Norton, dale.norton@midamerican.com, 712-204-2854

Structure Description: 157' Concrete Silo/Steel Rebar

Work Description: Coal Stack Out Tower Repairs – demo existing loose concrete & exposed rebar, renovation of existing structure & reinforce rebar, install of structural steel and new concrete. Welding, patching.

Client: BG Foods, B&M Baked Beans, Portland, ME

Contact: Tyler Wallace, tyler.wallace@bgfoods.com, 207-772-8341 x 7246

Structure Description: 145' Round Brick Chimney

Work Description: Brick Chimney Demolition – Demolition was performed using a demolition robot with crusher and breaker attachments. Debris was dropped in the chimney and cleared out through an installed reinforce steel frame. All debris removed and disposed.

Client: International Paper - Flint River, Oglethorpe, GA

Contact: Matt Tharpe, Matthew.tharpe@ipaper.com, 478-472-5206

Structure Description: 350' Reinforced Concrete Stack

Work Description: Unit 3 Chimney Repairs – liner repairs, remove existing caps and hardware & replace with new cap, removed loose and damaged concrete, grind concrete top smooth, applied the Sika repair product. Repaired concrete foundation. Installed new stainless-steel caps. AWL replacement & repairs.

Client: PowerSouth Lowman, Leroy, AL

Contact: Justin Williams, justin.williams@powersouth.com, 251-589-9389

Structure Description: 386' Reinforced Concrete Shell with Two Brick Liners

Work Description: Chimney cable repair, replacement, steel band repairs, AWL Inspection & Repairs/Replacement – CEMS equipment demolition.

Client: Massachusetts Institute of Technology (MIT), Cambridge MA

Contact: Patrick Karalekas, pkaralek@mit.edu, 617-715-2534

Structure Description: 130' Round Brick Chimney

Work Description: Tuck-pointed broken, missing, or deteriorated mortar joints on the exterior of the chimney. Replaced a missing fastener on one of the test ports covers. Repaired sections of missing refractory liner on the chimney interior.



INDUSTRIAL ACCESS

Client References

Structural Repairs / Aviation Warning Lights / Lad Saf Platforms

Client: Georgia Power - Plant Scherer, Juliette, GA

Contact: Rick Wooten, rtwooten@southernco.com, 478-974-0435

Structure Description: 1000' Concrete Shell with Two A36 Steel Liners

Work Description: Repaired cracks in turning vane. Repaired platform grating issues. Replacement of missing CEMS port covers. Installed safety gates at ladder rest platforms, repaired ladder system, replaced non-functioning personnel lighting, removed ash from bottom of liner interior

Client: Falcondo Dominican República, Loma La Peguere, Dominican Republic

Contact: Jamie Hanson, jamie.hanson@falcondo.com.do, 809-682-6041

Structure Description: 250' Concrete Shell, Stainless Steel Cap with Gunitite Liner

Work Description: Stack Inspection & Repairs – pressure wash, cell backer rods installation, grind cracks, filled crack with sealant, coating applied.

Client: CEMEX - Brooksville, FL

Contact: Greg Steinman, greg.steinman@cemex.com, 352-799-7881

Structure Description: Finish Mill Building

Work Description: Finish Mill Roof Replacement – Removed the remaining metal from the roof, Installed new 22 GA PBR GALVALUME R Panels to the flat roof.

Client: Kosmos Cement, Louisville, KY

Contact: Mark Schnitzer, mschnitzer@kosmoscement.com, 314-520-9465

Structure Description: Conditioning Tower, Service Kiln, Ducts

Work Description: Duct Inspection Services & Repairs – Patch Clay Duct Repairs, plating, welding, door installation on cross over duct.

Client: Packaging Corp of America, Jackson, AL

Contact: Tony Batley, tonybatley@boisepaper.com, 251-246-8374

Structure Description: 121' Single Wall 304 Stainless Steel Stack

Work Description: Combo Boiler Stack Repairs - Installed a full plate ring at elevation 90'±. A reinforcing plate was installed over existing holes at elevation 61'±. A reinforcing plate was installed over an existing hole, next to the unused test port, at elevation 34'±. A reinforcing plate strip was installed over existing holes, next to the breeching duct opening, at elevation 20'±.



INDUSTRIAL ACCESS

Client References

Structural Repairs / Aviation Warning Lights / Lad Saf Platforms

Client: CEMEX Clinchfield Cement Plant, Clinchfield, GA

Contact: James Kordsmeier, jamesp.kordsmeier@cemex.com, 318-393-8125

Structure Description: G40 Stack, H51 Stack, Raw Mill Cyclone & Duct, Pre-heater Conditioning Tower

Work Description: Inspection & Repairs Services - Raw Mill Cyclone & Duct Repairs, Pre-heater Conditioning Tower Repairs. Removed insulation from lower section, below the conditioning tower supports. Drop the material gathering screw and store for re-installation. Cut out the bottom portion of the condition tower, 1-2 feet below the supports, but a maximum of 4 ft above the 590-fan inlet duct connection. Install new metal base hopper including new eyebrow piece for the inlet of the 590-fan duct. Reinstall the material gathering screw. Install new insulation. UT measurements on steel Thimbles. Plate Patching: reinforce areas of deteriorated steel on the conditioning tower with full circumference AR steel bands and patches plates. Cyclone & Ductwork Plating Reinforcement Services.

Client: Ole Mexican Foods, Norcross, GA

Contact: Johnathan Santana, jsantana@olemexicanfoods.net, 404-980-1981

Structure Description: (14) Double Walled Insulated 16' Exhaust Stacks then another 16' above roof line attached to seven ovens

Work Description: Exhaust Stack Repair & Replacement Services – demolition of existing exhaust stacks and fans, installation of new exhaust stack system, installation of roof penetration pans and fans.



INDUSTRIAL ACCESS

Client References Inspection Services

Client: Pacific Ethanol, Pekin, IL

Contact: Jeff Render, jrender@pacificethanol.com, 309.347.9347

Structure Description: 105' – 180' Carbon Steel Stacks

Work Description: Stack Inspection Services - ASCE Class II inspection with full reporting on the entirety of the two (2) carbon steel stacks and one (1) steel stack to include the exterior surface, interior surface, annulus space, breaching ducts, and all other associated appurtenances.

Client: International Paper - Savannah River Mill, Savannah, GA

Contact: Gary Leggett, gary.leggett@ipaper.com, 912-238-6159

Structure Description: 350' Concrete Windscreen – Freestanding Brick Liner

Work Description: Stack Inspection Services – Two rope access drops on stack exterior with Schmidt hammer readings. One rope access drop Interior liner inspection anomalies documented. Annular space from ground to platforms. Visual inspection on foundation. Termination, breaching, LPS & AWL, fixture conditions, conduit, pull boxes, platforms, handrails, and ladders, fall arrest systems, CEMS Equipment, Port Structural Integrity, port flange Connections.

Client: Odessa Cement Complex, Odessa, TX

Contact: Cain Rodriguez, carodriguez@gcc.com, 432-385-8626

Structure Description: 170' Single Wall Carbon Steel Stack

Work Description: K1 Stack & Duct Inspection Services - Two rope access drops on stack exterior with Schmidt hammer readings. Two rope access drops on Interior liner inspection anomalies documented. Annular space from ground to platforms. Visual inspection on foundation. Termination, breaching, LPS & AWL, fixture conditions, conduit, pull boxes, platforms, handrails, and ladders, fall arrest systems, CEMS Equipment, Port Structural Integrity, port flange Connections. Exterior inspection on ducts with ultrasonic thickness readings taken at 10' intervals.

Client: Packaging Corporation America, Jackson, AL

Contact: Tony Batley, tonybatley@boisepaper.com, 251-589-3467

Structure Description: 121' Single Wall Stainless Steel

Work Description: Combo Boiler Stack Inspection - Stack Inspection Services - Two rope access drops on stack exterior. One rope access drop on Interior steel flue liner. Visual inspection on foundation, breaching, LPS & AWL, fixture conditions, conduit, pull boxes, platforms, handrails, and ladders, fall arrest systems, CEMS Equipment, Port Structural Integrity, port flange connections.



INDUSTRIAL ACCESS

Client References Inspection Services

Client: Covanta Miami Dade Miami Dade, FL

Contact: Jeff Huber, jhuber@covanta.com, 305-593-7166

Structure Description: 240' Reinforced Concrete Shell, with 250' insulated A36 Steel Liners.

Work Description: M1 & B2 Stack & Flue Inspection Services - Four rope access drops on stack exterior with Schmidt hammer readings. One rope access drop on Interior liner inspection anomalies documented. Annular space from ground to platforms. Visual inspection on foundation. Termination, breaching, LPS & AWL, fixture conditions, conduit, pull boxes, platforms, handrails, and ladders, fall arrest systems, CEMS Equipment, Port Structural Integrity, port flange Connections. Exterior inspection on ducts with ultrasonic thickness readings taken at 10' intervals.

Client: Falcondo - Dominican Republican, Loma La Peguera, Bonao

Contact: Jamie Hanson, jamie.hanson@falcondo.com.do, 829-452-8100

Structure Description: 250' Concrete Shell, Stainless Steel Cap with Gunitite Liner.

Work Description: Concrete Chimney Inspection Services – interior visual inspection from ladder to platforms looking for signs of degradation such as cracks or spalling, foundation, breeching, steel cover LPS & AWL, platforms, handrails, and safety ladders.

Client: Kia Motors, West Point, GA

Contact: Kerry Franks, milton.franks@kiageorgia.com, 706-350-3239

Structure Description: (24) 30' Single Wall Steel Exhaust Stacks

Work Description: Stack Inspection Services – Visual inspection of exterior with UT readings, fasteners, support bands, LPS, stack base, guy wires & anchor points.

Client: Packaging Corporation America, DeRidder, AL

Contact: Lori Lea Smith, lorismith@packagingcorp.com, 337-462-4330

Structure Description: 43' Single Wall Steel Stack

Work Description: Stack Inspection Services - Two rope access drops on stack exterior, with UT readings. One rope access drop on Interior. Visual inspection on foundation, breaching, LPS & AWL, fixture conditions, conduit, pull boxes, platforms, handrails, and ladders, fall arrest systems, CEMS Equipment, Port Structural Integrity, port flange connections.



INDUSTRIAL ACCESS

Client References Inspection Services

Client: Viking Energy, Lincoln, MI

Contact: Robert Travis, robert.travis@nssccorp.com, 989-736-6608

Structure Description: 146' A242 Corten Steel Stack

Work Description: Stack Inspection Services - Two (2) rope access drops made at 180° intervals on the steel stack exterior, with pictures taken at 20-foot vertical intervals looking for anomalies which include cracking, distortion, pitting, corrosion, or thinning. One (1) rope access drop on interior of the steel stack with photos taken at every 20' vertical intervals. UT thickness readings, foundation, breeching, LPS, AWL, platform, handrails, and ladders.

Client: International Paper, Vicksburg, MS

Contact: Lonnie Boyd, Lonnie.boyd@ipaper.com, 601-631-8380

Structure Description: Kiln scrubber stack, Slaker Scrubber Stack, Recovery Boiler A&B stacks, Dissolving Tank Stack, Power Boiler Stack, CTO Scrubber Stack

Work Description: Stack Inspection Services – Two (2) rope access drops on exterior of five stacks, visual inspection with photos taken at 10; vertical intervals, One (2) ropes access drop on steel flue liners, foundation, breeching, LPS, AWL, platforms, handrails, and ladders.

Client: Martin Marietta - Hunter Cement, New Braunfels, TX

Contact: Travis Waxler, travis.waxler@martinmarietta.com, 830-312-2154

Structure Description: 387' A36 Carbon Steel Stack

Work Description: K2 Stack Inspection Services - Four (4) rope access drops made at 90° intervals on the stack. Visual inspection on the exterior with pictures and Ultrasonic Thickness readings (UT) taken at (2) optional reading increments, 5-foot and 10-foot vertical intervals. Documenting any anomalies found. One (1) drop on interior stack. visual inspection on opening reinforcements, test ports, access doors, breeching duct connections, guides, welds, structural supports, washer plates, bolts, gaskets.

Client: International Paper - Eastover Mill, Eastover, SC

Contact: Mike Wooten, michael.wooten@ipaper.com, 803-353-7684

Structure Description: 460' Concrete Column with 316L Stainless Steel Liners

Work Description: Recovery Boiler Stack Inspection Services – Four (4) rope access drops on exterior with Schmidt hammer readings and four (4) rope access drops on stainless interior liners with UT readings.



INDUSTRIAL ACCESS

Client References Inspection Services

Client: Viking Energy - McBain Plant, McBain, MI

Contact: Matt Doolittle, matthew.doolittle@nssccorp.com, 231-878-4977

Structure Description: 145' Single Wall A242 Corten Steel Stack

Work Description: Stack Inspection Services - Two (2) rope access drops made at 180° intervals on the steel stack exterior, with pictures taken at 20-foot vertical intervals looking for anomalies which include cracking, distortion, pitting, corrosion, or thinning. One (1) rope access drop on interior of the steel stack with photos taken at every 20' vertical intervals. UT thickness readings, foundation, breeching, LPS, AWL, platform, handrails, and ladders.

Client: Ethos Energy - Mobile Energy, Mobile, AL

Contact: Cory Norman, cory.norman@ethoseenergygroup.com, 251-287-9017

Structure Description: HRSG 200' Steel Stack with Platform at EL 168'

Work Description: Ladder, Fall Arrest & Platform Inspection Services

Client: International Paper, Orange Mill, TX

Contact: Kelly Winnon, kelly.winnon@ipaper.com, 409-746-7536

Structure Description: 150' A-36 Carbon Steel Stack

Work Description: PFI Stack Inspection Services – Two (2) rope access exterior drops at 180° intervals, with 20 ft vertical intervals documenting anomalies, cracking, distortion, pitting, corrosion, and thinning. Two (2) rope access drops in steel flue liner. Visual inspection with UT readings. Foundation, breeching, LPS, AWL, platforms, handrails, and ladders.

Client: University of Virginia, Charlottesville, VA

Contact: Ericka Rogers, er4ce@virginia.edu, 434-297-6936

Structure Description: 160' Brick Chimney

Work Description: Brick Chimney Inspection – Two (2) rope access drops made on the exterior visually inspecting the brick looking for signs of degradation such as cracks, spalling, mortar softening, condition of bricks, and brick joints.

Client: Georgia Pacific - Alabama River Cellulose, Perdue Hill, AL

Contact: Cody Wallace, cody.wallace@gapac.com, 251-743-8263

Structure Description: 375' Concrete Windscreen with Fired Shale Refractory Brick Liner

Work Description: ARC #8 Recover Boiler, Power Boiler, Stack Inspection & Washdown – Four (4) rope access drops on exterior. Two (2) rope access drops on interior liner. One (1) access drop on annular space. Liner interior washdown to remove fly ash deposits.



INDUSTRIAL ACCESS

Client References Inspection Services

Client: Westrock Hopewell, Hopewell, VA

Contact: Al Davis, albert.davis@westrock.com, 801-536-8632

Structure Description: Two single wall carbon steel stacks of dia 8"x8' supported by precipitator structure and extending 67' above plenum.

Work Description: Engineering & Field Measurement Services, Engineering assessment onsite field measurements and reports. Recovery Boiler West & East Plenum Stack Inspection Services.

Client: Packaging Corporation America, Jackson, AL

Contact: Tony Batley, tonybatley@boisepaper.com, 251-589-3467

Structure Description: Lime Kiln Scrubber Stack 72' Steel

Work Description: Inspection Services - Two (2) crane descents will be made 180° apart on the Lime Kiln stack exterior. Visual inspection on the exterior with pictures taken at 10-foot vertical intervals, and documentation of any anomalies. Liner Interior: One (1) crane man-basket descent in steel flue liner. A visual inspection with photos and Ultrasonic Thickness (UT) readings taken at 10' vertical intervals.

Client: Mississippi Power - Red Hills Plant, Ackerman, MS

Contact: Mitch Glass, Tmglass@southernco.com, 662-387-5747

Structure Description: 350' Concrete Shell with ASTM A36 Steel Liner

Work Description: Stack Inspection Services – Four (4) rope access drops on exterior, visual inspection with pictures taken at 20' vertical intervals, Schmidt hammer readings taken at 20' intervals. Visual inspected interior annular space, looking for any anomalies; cracking, deposits and ash buildup, ladders and insulation, shell drainage system and liner exteriors.

Client: Packaging Corporation America, Wallula, WA

Contact: Rick Bryant, rickbryant@packagingcorp.com, 509-545-6520

Structure Description: (1) 175' Carbon Steel Stack, (3) 175' Stainless Steel Stacks

Work Description: Stack Inspection Services – Two ropes access drops on exterior and One rope access drop on interior liner – UT Readings, foundation, breeching, LPS, AWL, platform, handrail, ladders, CEMS equipment and port structural integrity.



INDUSTRIAL ACCESS

Client References Inspection Services

Client: Texas LeHigh Cement, Buda, TX

Contact: Buck Bodiford, bbodiford@texaslehigh.com, 912-428-0044

Structure Description: 80' Conditioning Tower & 180' 6 Pack Concrete Silos

Work Description: Inspection Services - UT Measurements Conditioning Tower to determine the thickness of the steel. Sixteen (16) rope access drops on exterior of silos visually inspecting all appurtenances with photos. Ladder & rest platform, anchor points, base rings, flanges, handrails, opening reinforcement, lagging and access doors.

Client: Covanta Semass, West Wareham, MA

Contact: Paula St. Louis, pstlouis@covanta.com, 508-291-4461

Structure Description: 344' Concrete Shell with Insulated A36 Steel Liners

Work Description: Boiler & Stack Inspection Services – Visual inspection of concrete shell with rope access drops on each flue liner. UT Readings, foundation, termination, breeching, LPS, AWL, platforms, handrails, and ladders.

Client: Ecomaine, Portland, ME

Contact: Mark Dolloff, dolloff@ecomaine.org, 207-523-3117

Structure Description: 211' Concrete Shell with 2 Carbon Steel Flues

Work Description: Inspection Services – Rope access drops made on each steel flue liner documenting anomalies. UT readings, visual inspection opening reinforcements, test ports, access doors, and breeching ducts. Interior concrete shell and annular space, base foundation.

Client: Alden - Jhajjar Power India, Jhajjar, India

Contact: James Daniel, jdaniel@aldenlab.com, 508-500-6205

Structure Description: 919' Titanium Clad, Carbon Steel Chimney

Work Description: Chimney Liner Inspection – UT readings taken at 20' intervals documenting anomalies, metal thinning, major defects. Visual inspection of annular space, cracking, deposits, ash buildup, platforms, ladders, and insulation.



INDUSTRIAL ACCESS

Client References Brick Chimney Repairs

Client: Mercy Catholic Medical Center – Penn Medicine – Philadelphia Campus

Contact: Russell Hellyer, Russell.hellyer@pennmedicine.upenn.edu, 215-519-4696

Structure Description: 160' Radial Brick Chimney

Work Description: Pressure washed the exterior of the chimney and appurtenances. Removed all loose deteriorated mortar from the joints. Tuck pointed the mortar joints in brick where required. The top 30'± existing LPS air terminals, ground loop, downleads, and anchors were removed and replaced with new ones, all covered with lead to prevent corrosion per NFPA 780 Standards. Applied water repellent on exterior surface, through the full height of the chimney. Installed sealant on top of the bands. Interior: Coated the exterior of the bands. Erected a temporary powered work platform on the interior of the chimney. Pressure washed the interior of the chimney. Applied a Gunitite flash coat through the full height of the chimney.

Client: Mercy Catholic Medical Center – Penn Medicine – Fitzgerald Campus

Contact: Ken Subers, ksubers@mercyhealth.org, 215-913-6469

Structure Description: 150' Radial Brick Chimney, 8' dia

Work Description: Interior Gunitite Flashcoat, Rebuilt Chimney Breeching Opening, Exterior Tuckpointing & Crack Repairs, Exterior Band Installation, Clean and Coat Exterior Chimney Bands, LPS Replacement, Exterior Washdown & Waterproofing Services, Stainless Steel Cap Installation

Client: B&G Foods, B&M Baked Beans – Portland, Maine

Contact: Tyler Wallace, tyler.wallace@bgfoods.com, 207-722-8341 x 7246

Structure Description: 145' Round Brick Chimney

Work Description: Brick Chimney Demolition – Demolition was performed using a demolition robot with crusher and breaker attachments. Debris was dropped in the chimney and cleared out through an installed reinforce steel frame. All debris removed and disposed.

Client: Georgia Pacific – Alabama River Cellulose

Contact: Cody Wallace; cody.wallace@gapac.com; 251-743-826

Structure Description: 375', 14' Stack, Chimney Brick Liner

Work Description: Chimney Inspection, clean and coat inner and outer chimney caps, repair gasket, tuck pointing mortar joints, cracks and replace broken and missing bricks.



INDUSTRIAL ACCESS

Client References Brick Chimney Repairs

Client: Alley Construction Service – Merck West Point

Contact: Julien Sherwood, julien.sherwood@allyconstructionservices.com, 267-671-2214

Structure Description: Radial Brick Chimney, Height 200', Diameter 14'

Work Description: Exterior Brick Repairs, tuckpointing, 1000' of mortar joint repairs, crack repairs with epoxy injection, installation of three steel bands.

Client: Oklahoma Gas & Electric - Sooner Generating Station – Sooner, OK

Contact: Mayra Hernandez, hermanmmj@oge.com, 405-553-4853

Structure Description: 500' High, 20' Top, 25' Base

Work Description: Chimney Brick Liner Repairs: Column cap hydro blasted, coated with protective coating system. The existing LPS jumpers from the column cap to the brick liner cap were temporarily disconnected. The brick liner steel cap was also temporarily removed. The top eight (8) degraded brick courses of the chimney liner were removed to just above the first steel reinforcing band. New Brick Application: Eight (8) new brick courses were added matching the existing elevation. The top surface was prepped to receive the previously removed cap. Cap was reinstalled over the new brick and secured with bolts. Steel Band Installation.

Client: Packaging Corporation of America – DeRidder Mill

Contact: Joe Joshlin joejoshlin@packagingcorp.com, 337-462-4073

Structure Description: 200' Brick Chimney Liner

Work Description: Washdown of interior surface of brick liner. Inspection services of interior/exterior. Mortar repair was performed of six brick courses in the top of the liner interior around its entire circumference.

Client: National Microwave Contractors- Passaic, NJ

Contact: Tim Merz, tim.merz@nationalmicrowave.com, 201-747-6233

Structure Description: 110' Hexagon Brick Chimney

Work Description: Brick Chimney Repairs: Crack repair on chimney cap with mortar, ground out loose and cracked mortar, deteriorated bricks, replace missing/deteriorated bricks, tuck pointing existing brick joints, repaired areas around breeching with reinforced mortar and repaired top of octagonal concrete crown.



INDUSTRIAL ACCESS

Client References Brick Chimney Repairs

Client: Platte River Power Authority – Rawhide Energy Station

Contact: Eric Wood, woode@prpa.org, 970-229-1789

Structure Description: 502' Concrete Shell with Brick Liner

Work Description: Brick Liner Crack Repairs, Clean, Prep and Paint fifty (50) chimney liner bands. Install one (1) new liner band at the 402.5' elevation. Applied a silicone water table above each band to prevent water infiltration between the bands and brickwork. Clean, Prep and Paint platform support steel in annulus. Clean, Prep and paint cleanout door, frame, and lintel. Clean, Prep and paint breaching duct exterior in annulus.

Client: Hensel Phelps – Altmeyer Modernization Project

Contact: Steven Day, sday@henselphelps.com 703-720-4900

Structure Description: 184' Brick Chimney

Work Description: Brick Chimney Repair Services – buildup removal from brick, removed rust, masonry repairs, mortar joint repointing, replaced deteriorated brick, removal of abandoned anchors, sealed mortar, chimney cap installation, stainless steel liner installation.

Client: Mount Sinai, Beth Israel Hospital

Contact: Shawn Pruitt, shawn.pruitt@mountsinai.org, 212-420-5662

Structure Description: 150' Stack, 24' dia

Work Description: Column Exterior Repairs, Platforms, Stairs & Ladder Repairs, Brick Liner Interior and Exterior Surface Repairs, Liner Cap Replacement, Breaching Duct Coating, Debris Removal and AWL Repairs.

Client: Cargill, Dayton OH

Contact: Julia Kramer, julia_bayer@cargill.com, 859-663-1579

Structure Description: 225' Height, 18' dia. Stack

Work Description: Removed all loose or damaged pieces of the gunite liner. Installed a gunite flashcoat on the interior surface of the brick liner. Installed bands.

Client: Omega Protein – Reedville VA

Contact: David Bennett, 713-623-0060

Structure Description: 130' Reinforced Brick Column Chimney

Work Description: Save The Stack Community Project – Rehabilitation & Restorations: Large scale tuckpointing, replaced 30' of missing brick, band installation, cap fabricated and installed, new lightning protection system installed.



INDUSTRIAL ACCESS

Client References
Silos/Bins/Tanks/Hoppers
Inspection & Repairs / Material Cleanout Services

Client: Basin Electric - Antelope Valley Station, Beulah, ND

Contact: Blaine Fischer, bfischer@bepc.com, 701-873-8246

Structure Description: 151' Reinforced Concrete Silo with Steel Hooper Cone

Work Description: Lime Silo Cleanout & Structural Inspection. Material removal and structural assessment inspection.

Client: OMNI Mt Carmel Stabilization Group, Mt. Carmel, IL

Contact: Doug Ziegenhardt, dziegenhardt@mtcsg.net, 618-263-7283

Structure Description: Ten - 125' Concrete Silos

Work Description: Silo Inspection & Repairs – Condition assessment to determine leaks and resealing of spalls and holes.

Client: Cleco Big Cajun II, Louisiana Generating, New Roads, LA 70760

Contact: James Duplechain, james.duplechain@clecocajun.com, 225-202-5309

Structure Description: Two Coal Hoppers/Silos

Work Description: Coal Hooper Cleanout Services, Bunker Cleaning, pneumatic whips, bin whips, air lances, material removal.

Client: LeHigh Cement, Jacksonville, FL

Contact: Matt Barczynski, Matt.Barczynski@LehighHanson.com, 954-595-6057

Structure Description: 150' Six Pack Concrete Silos

Work Description: Silo Inspections & Repairs - Inspection Services, repaired cracks and spalls on exterior vertical surfaces, steel column repairs.

Client: LafargeHolcim - Chicago Grinding Plant, Chicago, IL

Contact: Norvell Barbour, norvell.barbour@lafargeholcim.com, 708-516-2741

Structure Description: 190' Concrete Silo

Work Description: Concrete Silo Exterior Repairs - Concrete patch repairs up to 3" deep and all rebar coating. Scaling repairs up to ½" deep.

Client: Brenneman Porkeman, Washington, IA

Contact: Kyle Lhrig, kyle@brennenmanpork.com, 319-656-3924

Structure Description: Three – 50' Steel Bins

Work Description: Bin Cleanout Services – material removal via pneumatic whip, compressed air, air lances, hand shoveling.



INDUSTRIAL ACCESS

Client References
Silos/Bins/Tanks/Hoppers
Inspection & Repairs / Material Cleanout Services

Client: LeHigh Cement, Buda, TX

Contact: Buck Bodiford, bbodiford@texaslehigh.com, 912-428-0044

Structure Description: 180' Six Pack Concrete Silos

Work Description: Silo Inspections – Exterior inspection of exterior surface, platforms, ladders, and all other appurtenances. Spalls on exterior vertical surfaces, steel column repairs.

Client: Brazos Electric Power Cooperative, Jack County Facility, Bridgeport, TX

Contact: Jordan Bryan, jbryan@brazoselectric.com, 254-750-6280

Structure Description: 30' x 11' Steel, Domed Roof

Work Description: Soda Ash Silo Inspection – material removal, visual inspection with water drenching method to determine water intrusion points, inspection on compression rings, skirt plate, flanges, test ports.

Client: Cofco International Grains, Chicago, IL

Contact: Michael Zick, mzick@cofcointernational.com, 541-914-4624

Structure Description: Soybean Silo/Bins

Work Description: Soybean bulk material removal via pneumatic whips, hydraulic whips, air lances and other flow aid devices.

Client: Heritage Materials, Loxahatchee, FL

Contact: Tyler Huzicka, thuzicka@southlandholdings.com, 330-272-5564

Structure Description: Carbon Steel Asphalt Silo

Work Description: Asphalt Silo Material Removal – Cleanout Services via hand tools, chipping hammers, hydro truck services.

Client: Right Angle Solutions - Disneyland Park, Anaheim, CA

Contact: Duane Cook, dcook@rightanglesolutionsinc.com, 951-934-3081

Structure Description: 42' Carbon Steel Boudin Silo

Work Description: Flour silo inspection, visual for corrosion, bending of roof line, pin holes, compressed air cleaning, manual tool cleaning, inspection of hooper stiffening ring, silo supports, welded seams.



INDUSTRIAL ACCESS

Client References

Silos/Bins/Tanks/Hoppers

Inspection & Repairs / Material Cleanout Services

Client: Eaton, Sherman, TX

Contact: Mitch Fruth, mitchmfruth@eaton.com, 903-209-4544

Structure Description: 67' Carbon Steel Dip Tank, with 7' Weir Tank

Work Description: Dip Tank & Weir Tank Relining & Repairs – Coating removal, UT inspection, replacement 3x3 wall materials, welding plates, installation of new interior coating system.

Client: Saint Gobain CertainTeed, Athens, GA

Contact: Mike Simmonds, mike.simmonds@saint-gobain.com, 706-369-4316

Structure Description: 27 - Various Steel Tanks, Silos, Vessels, Hoppers.

Work Description: Silo Inspection Services – Condition assessment, NDT Measurements on external surfaces, inspection on silo supports, bolts, welds, joints, stiffening rings, exterior surfaces, roof depressions, top plates corrosion, pen holes,

Client: Colorado Asphalt, Commerce City, CO

Contact: Joe Myers, jmyers@coloradoasphalt.com, 720-628-4269

Structure Description: 30' Steel Silo

Work Description: Silo Liner Repair Services – Material removal, washdown, rolled steel plating, welding on interior cone and vertical walls.

Client: AES, Guayama, Puerto Rico

Contact: Arnaldo Pomales, arnaldo.pomales@aes.com, 787.866.8117x2264

Structure Description: Four – 85' Carbon Steel Silos

Work Description: Silo Inspections, Washdown – Removal of liner, NDT measurement.

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

09/12/2022

Date Rec'd

8/22/2022

Clerk's File #

OPR 2022-0622

Renews #**Submitting Dept**

COMMUNITY AND ECONOMIC

Contact Name/Phone

MIKE PICCOLO 625-6237

Contact E-Mail

MPICCOLO@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0750 - ILA FOR ESTABLISHMENT OF SPOKANE CO TPA

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

Interlocal Cooperation Act Agreement for Establishment of Spokane County Tourism Promotion Area (TPA)

Summary (Background)

In 2004, the City of Spokane entered into an interlocal agreement (ILA) with Spokane County and the City of Spokane Valley. The ILA was amended twice over the years with Spokane Valley taking action earlier in the year to terminate its participation in the regional TPA effective January 1, 2023. The current TPA will expire at that time.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MACDONALD, STEVEN

Study Session\Other

PIES - 8/22/22

Division Director

MACDONALD, STEVEN

Council Sponsor

CM Zappone; CM

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

mpiccolo@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

smacdona1d@spokanecity.org

Additional Approvals

sbishop@spokanecity.org

Purchasing



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

State law requires that any city participating in a regional TPA has to agree with and enter into an ILA with the lead agency, which will be Spokane County. The terms and formation of the TPA will be similar to the original TPA. The ILA provides for an eight-person TPA commission consisting of three non-voting ex-official members, one from each of the three governing agencies. The remaining five voting members shall consist of one member appointed by Spokane County, one member appointed by the City of Cheney and three members appointed by the City of Spokane. Members of the Commission shall be selected by the respective governing agency from a list prepared by the Spokane Hotel and Motel Association and must be operators of lodging businesses within the Spokane County Tourism Promotion Area or employed by the operator of such a lodging business.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

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Committee Agenda Sheet

[PIES]

| | |
|--|---|
| Submitting Department | Community & Economic Development |
| Contact Name & Phone | Mike Piccolo - x6237 |
| Contact Email | mpiccolo@spokanecity.org |
| Council Sponsor(s) | CM Zack Zappone |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>5 min</u> |
| Agenda Item Name | Interlocal Cooperation Act Agreement for Establishment of Spokane County Tourism Promotion Area (TPA) |
| Summary (Background) | <p>In 2004, the City of Spokane entered into an interlocal agreement (ILA) with Spokane County and the City of Spokane Valley. The ILA was amended twice over the years with Spokane Valley taking action earlier in the year to terminate its participation in the regional TPA effective January 1, 2023. The current TPA will expire at that time. It is anticipated that operators of lodging businesses located in Spokane County will be filing an Initiation Petition pursuant to Chapter 35.101 to form a new regional TPA that will become effective on January 1, 2023, consisting of the City of Spokane, the City of Cheney and unincorporated Spokane County. State law requires that any city participating in a regional TPA has to agree with and enter into an ILA with the lead agency, which will be Spokane County.</p> <p>The terms and formation of the TPA will be similar to the original TPA. The ILA provides for an eight-person TPA commission consisting of three non-voting ex-official members, one from each of the three governing agencies. The remaining five voting members shall consist of one member appointed by Spokane County, one member appointed by the City of Cheney and three members appointed by the City of Spokane. Members of the Commission shall be selected by the respective governing agency from a list prepared by the Spokane Hotel and Motel Association and must be operators of lodging businesses within the Spokane County Tourism Promotion Area or employed by the operator of such a lodging business.</p> <p>The special assessment consists of a base charge of \$2.00 plus an additional \$2.00 for a total assessment of \$4.00 per day per room for all of the lodging businesses located within the TPA boundaries with the exception of lodging businesses with room revenues during the preceding calendar year of less than \$500,000, in which case the assessment is \$0.50 per room per day.</p> |
| Proposed Council Action & Date: | Approval at the September 12, 2022 City Council Meeting |

Fiscal Impact:

Total Cost:

Approved in current year budget? ☐ Yes ☐ No ☒ N/AFunding Source ☐ One-time ☐ Recurring

Specify funding source:

Expense Occurrence ☐ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This proposal supports the City's economic development plans and incentives by increasing funding for tourism promotion, which will generate additional tourism revenue for hotel/tourism related businesses, increase employment opportunities and increase City tax revenues.

**INTERLOCAL COOPERATION ACT AGREEMENT
FOR ESTABLISHMENT OF
SPOKANE COUNTY TOURISM PROMOTION AREA**

THIS INTERLOCAL COOPERATION ACT AGREEMENT (“Interlocal Agreement”) made and entered into among **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 W. Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the “County;” the **City of Spokane**, a municipal corporation of the State of Washington having offices for the transaction of business at 808 West Spokane Falls Boulevard Spokane, Washington 99201, hereinafter referred to as the “City;” and the **City of Cheney**, having offices for the transaction of business at 609 2nd Street, Cheney, Washington 99004, hereinafter referred to as “Cheney;” together referred to as the “Parties.”

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of the RCW 36.32.120 (6) the Board of County Commissioners of Spokane County, Washington has the care of county property and the management of county funds and business; and

WHEREAS, the 2003 State Legislature of the State of Washington recognized the importance of tourism promotion in the State of Washington and passed Engrossed Substitute Senate Bill No. 6026 subsequently codified as chapter 35.101 RCW authorizing the establishment of a Tourism Promotion Area by a county to permit the levy of Special Assessments (charges) to fund tourism promotion; and

WHEREAS, on the 11th day of August, 2022, the Clerk of the Board of County Commissioners of Spokane County, Washington received an Initiation Petition as provided for in RCW 35.101.020 from the Operators of Lodging Businesses located within Spokane County requesting the Board of County Commissioners conduct of a public hearing pursuant to the authority of chapter 35.101 RCW for the purposes of considering the establishment of a Spokane County Tourism Promotion Area specifically including the areas within the jurisdiction of the unincorporated area of Spokane County, City of Spokane, and City of Cheney to provide funds for tourism promotion in Spokane County; and

WHEREAS, on the 30th day of August, 2022, the Board of County Commissioners of Spokane County adopted a resolution entitled a “Resolution of Intention to Establish a Spokane County Tourism Promotion Area,” for the promotion of tourism promotion within Spokane County, describing the boundaries of the proposed Spokane County Tourism Promotion Area, the proposed uses and projects to which the proposed revenues from Special Assessments levied within the Spokane County Tourism Promotion Area would be dedicated and setting the proposed rates for the Special Assessments to be levied on Lodging Businesses to fund the uses

and projects of the Spokane County Tourism Promotion Area, estimating the total cost for the proposed activities and programs for the use of funds received by the Spokane County Tourism Promotion Area, fixing the date, time and place of a public hearing to be held by the Board of County Commissioners of Spokane County to consider the establishment of such a Spokane County Tourism Promotion Area, and directing the giving of notice of such public hearing; and

WHEREAS, the Board of Commissioners of Spokane County has adopted a “Resolution of Intention to Establish a Spokane County Tourism Promotion Area,” following a hearing to be held on the 13th day of September, 2022, pursuant to the request of an Initiation Petition submitted by the Operators of Lodging Businesses within Spokane County; and

WHEREAS, the Board of County Commissioners of Spokane County has the authority pursuant to the terms of chapter 35.101 RCW, to enter into an Interlocal Agreement with City of Spokane, and City of Cheney to establish a Tourism Promotion Area, including the areas within the jurisdiction of the unincorporated area of Spokane County, City of Spokane, and City of Cheney pursuant to the provisions of the Initiation Petition received from the Operators of Lodging Businesses; and

WHEREAS, the City Council of the City of Spokane and City Council of the City of Cheney have by appropriate legislative action, authorized the execution of this Interlocal Agreement with Spokane County to permit the establishment of a Spokane County Tourism Promotion Area to include collection of Special Assessments (charges) from Lodging Businesses within their respective jurisdictions.

NOW, THEREFORE, for and in consideration of the promises set forth hereafter and the above recitals which are adopted herein by reference, Spokane County, the City of Spokane, and the City of Cheney hereby agree as follows:

1. Purpose. The purpose of this Interlocal Agreement is to promote tourism in within certain geographic areas of Spokane County by permitting the establishment of a Tourism Promotion Area (“TPA”) pursuant to chapter 35.101 RCW, which when created, will permit collection of Special Assessments from Lodging Businesses located within certain geographic areas of Spokane County to fund tourism promotion and to memorialize the agreement between the Parties relating to this TPA.

2. Definitions. As used in this Interlocal Agreement, the following terms, unless the context otherwise dictates, shall have the following meanings:

2.1 “Interlocal Agreement” shall mean this interlocal cooperation agreement among Spokane County, City of Spokane, and City of Cheney, for the establishment of a Spokane County Tourism Promotion Area by Spokane County as authorized by RCW 35.101.040 (2).

2.2 “Lodging Business” means a business located within the Spokane County Tourism Promotion Area that furnishes lodging taxable by the state under chapter 82.08 RCW that has forty (40) or more lodging units.

2.3 “Operator” means the Operator of a Lodging Business, whether in the capacity of owner, general manager, lessee, sub lessee, mortgagee in possession, license or any other similar capacity.

2.4 “Room Revenues” means the gross per-night-charge (nights of stay) imposed for the rental of a room or combination of rooms for Lodging.

2.5 “Special Assessment” means the levy (charge) imposed by Spokane County on the Operators of a Lodging Business within the Spokane County Tourism Promotion Area and subsequently passed on to the guests of the Lodging Business, under the authority of chapter 35.101 RCW for the purpose of providing for funding of tourism promotion in the Spokane Metropolitan Area.

2.6 “Spokane Hotel-Motel Association” means the Spokane Hotel-Motel Association, Inc., a Washington non-profit corporation.

2.7 “Spokane Hotel and Motel TPA Commission” means the Spokane Hotel and Motel TPA Commission, established by Spokane County, whose members are appointed by the Board of County Commissioners of Spokane County, the City Council of the City of Spokane, and the City Council of the City of Cheney to provide recommendations to the Board of County Commissioners of Spokane County on proposed uses and projects of the Spokane County Tourism Promotion Area pursuant to the provisions of RCW 35.101.130 (1) as provided in this Interlocal Agreement.

2.8 “Spokane Metropolitan Area” means unincorporated area of Spokane County, City of Spokane, and City of Cheney.

2.9 “Spokane County Tourism Promotion Area” means the Tourism Promotion Area created by the Ordinance of the Board of County Commissioners of Spokane County pursuant to the authority of chapter 35.101 RCW, as authorized or as will be authorized by the resolutions of the City Council of the City of Spokane and City Council of the City of Cheney adopting the terms of this Interlocal Agreement.

2.10 “TPA Manager” shall mean a tourism destination marketing organization or other similar organization employed by the Board of County Commissioners to administer the operation of the Tourism Promotion Area.

2.11 “Tourism Promotion” means activities and expenditures designed to increase tourism and convention business, including but not limited to, advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists, and operating tourism destination marketing organizations.

2.12 “Transient Basis” means the rental of a room or rooms for dwelling, lodging, or sleeping purposes by the Operator of a Lodging Business for a period of thirty (30) consecutive calendar days or less, counting a portion of a day as a full calendar day.

2.13 “Zone” or “Zones” means the distinct geographic subarea or subareas within the Spokane County Tourism Promotion Area as established by Ordinance of the Board of County Commissioners of Spokane County.

2.14 “Annual Budget” shall mean the Spokane County Tourism Promotion Area budget for a fiscal year, as adopted or amended by the Board of County Commissioners of Spokane County, after the receipt of a recommendation from the Spokane Hotel and Motel TPA Commission, identifying all estimated revenue from Special Assessments (charges) for the fiscal year, and providing for all proposed uses of Special Assessment revenue for the purpose of providing tourism promotion in the Spokane Metropolitan Area for the ensuing fiscal year.

3. Tourism Promotion Area to be Established by Spokane County.

A. It is hereby understood and agreed to by Spokane County, City of Spokane, and the City of Cheney, pursuant to the authority of RCW 35.101.040(2), shall establish a “Tourism Promotion Area” designated the Spokane County Tourism Promotion Area to include the unincorporated area of Spokane County, the City of Spokane, and the City of Cheney.

B. It is hereby understood and agreed by Spokane County, City of Spokane, and the City of Cheney that the purpose of permitting the Board of County Commissioners and Spokane County to form the Spokane County Tourism Promotion Area under RCW 35.101.040(2) is to provide revenue to fund tourism promotion within the Spokane Metropolitan Area which will benefit the Operators of Lodging Businesses in the unincorporated area of Spokane County, City of Spokane, and City of Cheney.

4. Levy of Special Assessments on Lodging Businesses within the Spokane County Tourism Promotion Area.

A. The Board of County Commissioners of Spokane County will impose Special Assessments on the Operators of Lodging Businesses within the Spokane County Tourism Promotion Area in accordance with the zones and levels of Special Assessments as set forth hereinafter.

B. Spokane County shall contract with the State Department of Revenue for the administration and collection of such Special Assessments pursuant to RCW 35.101.090.

C. It is understood and agreed among the Parties that the Spokane County Tourism Promotion Area shall include the following six (6) zones:

Zone A. Zone A encompasses those Lodging Businesses located within the area of the incorporated city limits of the City of Spokane.

Zone B. Zone B encompasses all Lodging Businesses located within the incorporated city limits of the City of Cheney.

Zone C. Zone C encompasses those Lodging Businesses located outside Zones A and B but within the unincorporated area of Spokane County.

Zone D. Zone D encompasses all Lodging Businesses with room revenue under \$500,000 per year, situated within the Spokane County Tourism Promotion Area, regardless of their specific location.

Zone E. Zone E encompasses Lodging Businesses located within the Tourism Promotion Area, as that term is addressed in WAC 458-20-166 as it presently exists or may be hereinafter amended, other than hotels, motels, and bed and breakfast facilities. Lodging Businesses within this zone, as addressed in WAC 458-20-166, would include only (i) trailer camps and recreational vehicle parks that rent space to transient tenants for house trailers, campers, recreational vehicles, mobile homes, tents, and similar accommodations; (ii) educational institutions that sell overnight lodging to person other than students; and (iii) private lodging houses, dormitories and bunkhouses and similar accommodations operated by or on behalf of a business or school solely for the accommodation of employees of such businesses or student of the school, which are not held out to the public as a place where sleeping accommodations may be obtained.

D. It is understood and agreed by and between Spokane County, City of Spokane, and City of Cheney that the Operators of Lodging Businesses within the Spokane County Tourism Promotion Area operating in the above-described zones will be subject to Special Assessments to be levied as follows:

Total Charge
("Special Assessments")

| ZONE | BASE CHARGE | ADDITIONAL CHARGE | TOTAL CHARGE (Special Assessment) |
|---------|---------------------|---------------------|--------------------------------------|
| Zone A. | \$2.00 per room/day | \$2.00 per room/day | \$4.00 per room/day |
| Zone B. | \$2.00 per room/day | \$2.00 per room/day | \$4.00 per room/day |
| Zone C. | \$2.00 per room/day | \$2.00 per room/day | \$4.00 per room/day |

The charge ("Special Assessments") to be imposed on the operators of those Lodging Businesses with room revenues during the preceding calendar year, which did not exceed five hundred thousand dollars (\$500,000) is as follows:

| ZONE | BASE CHARGE | ADDITIONAL CHARGE | TOTAL CHARGE (Special Assessment) |
|---------|---------------------|---------------------|--------------------------------------|
| Zone D. | \$.50 per room/day | \$.50 per room/day | \$1.00 per room/day |
| Zone E. | \$0.00 per room/day | \$0.00 per room/day | \$0.00 per room/day |

The Additional Charge portion of the Total Charge (“Special Assessments”) identified above shall automatically expire at midnight on June 30, 2027. Upon the expiration of the Additional Charge portion of the Total Charge (“Special Assessments”), the Total Charge (“Special Assessments”) shall be automatically reduced to the Base Charge as of 12:01 a.m. on July 1, 2027. In the event the legislature extends the Additional Charge portion of the Total Charge (“Special Assessments”) beyond midnight on June 30, 2017, the Additional Charge portion of the Total Charge (“Special Assessments”) shall be automatically extended for the time frame authorized by the legislature.

E. Any change in the Special Assessment rates for any zone as set forth hereinabove shall be made only by amendment of the Ordinance by the Board of County Commissioners, with the approval of the City of Spokane, and City of Cheney. No increase in the Special Assessment rates for any zone or change in the boundaries of any zone shall be made by the Board of County Commissioners of Spokane County except upon the affirmative recommendation of the Spokane Hotel and Motel TPA Commission.

F. It is understood and agreed by the Parties, that the charges (Special Assessments) imposed under this section are not a tax on the “sale of lodging” for the purposes of RCW 82.14.410 and do not apply to temporary medical housing exempt under RCW 82.08.997.

5. Administration and Collection of Special Assessments.

A. It is understood and agreed that in accordance with RCW 35.101.090, the Washington State Department of Revenue shall administer the Special Assessments authorized under this Interlocal Agreement and shall deposit the Special Assessments collected into the local tourism promotion account created in the custody of the state treasurer under RCW 35.101.100.

B. It is understood and agreed that in accordance with RCW 35.101.100, the state treasurer has the authority to distribute the money from the tourism promotion account to Spokane County on a monthly basis.

6. Use of Special Assessment Revenues for the Promotion of Tourism and Convention Business in Spokane County.

A. It is understood and agreed that all of the revenues from Special Assessments collected by Spokane County from Lodging Businesses within the jurisdiction of unincorporated Spokane County, City of Spokane, and City of Cheney shall be allocated by the Board of County Commissioners of Spokane County in accordance with the Annual Budget(s) for the Spokane County Tourism Promotion Area. The Spokane Hotel and Motel TPA Commission shall make a recommendation to the Board of County Commissioners on all Annual Budget(s). The Board of County Commissioners shall have the ultimate authority to set and approve all Annual Budget(s).

B. The revenues from the Special Assessments levied by Spokane County on the Operators of Lodging Businesses situated within the Spokane County Tourism Promotion Area shall be used for the following purposes only:

- (1) The general promotion of tourism within the Spokane Metropolitan Area as specified in the Tourism Promotion Area business plans to be presented by the Spokane Hotel and Motel TPA Commission and adopted annually,
- (2) The marketing of the Spokane Metropolitan Area to the leisure and business travel industry to benefit local tourism and the Lodging Businesses in Spokane County,
- (3) The marketing of convention and trade shows that benefit local tourism and the Lodging Businesses in the Spokane Metropolitan Area, and
- (4) The marketing of the Spokane Metropolitan Area to recruit sporting events to benefit local tourism and the Lodging Business in Spokane County.

7. Establishment of the Spokane Hotel and Motel TPA Commission.

A. It is understood and agreed that the Board of County Commissioners of Spokane County shall, pursuant to the authority of RCW 35.101.130(1) create an eight (8) member Spokane Hotel and Motel TPA Commission to advise the Board of County Commissioners of Spokane County on the expenditure of Special Assessment revenues collected within the Spokane County Tourism Promotion Area to fund tourism promotion in the Spokane Metropolitan Area. Five (5) members of the Spokane Hotel and Motel TPA Commission as identified in Section B shall be voting members.

B. Members of the Spokane Hotel and Motel TPA Commission shall be selected by the Board of County Commissioners of Spokane County, the City Council of Spokane, and the City Council of the City of Cheney from a list of nominees prepared by the Spokane Hotel and Motel Association. All nominees for membership on the Spokane Hotel and Motel TPA Commission must be Operators of Lodging Businesses within the Spokane County Tourism Promotion Area or employed by the Operator of such a Lodging Business. One *ex officio* member of the Commission may be appointed from the members of the Board of Commissioners of Spokane County; one *ex officio* member may be appointed from the members of the City Council of the City of Spokane; and one *ex officio* member may be appointed from the members of the City Council of Cheney. *Ex officio* members of the Spokane Hotel and Motel TPA Commission may participate in all discussions regarding proposed activities and programs by the Spokane County Tourism Promotion Area for the promotion and marketing of tourism in Spokane County but shall not have voting rights.

C. The Board of County Commissioners of Spokane County shall appoint one member and one *ex officio* member of the Spokane Hotel and Motel TPA Commission to represent the County of Spokane; the City Council of the City of Spokane shall appoint three members and one *ex officio* member of the Spokane Hotel and Motel TPA Commission to represent the City of Spokane; the City of Cheney shall appoint one member and one *ex officio* member of the Spokane Hotel and Motel TPA Commission to represent the City of Cheney. Any vacancy, on

the Spokane Hotel and Motel TPA Commission arising from a resignation or other cause shall be filled by the appointing entity from the list of nominees prepared by the Spokane Hotel and Motel Association within 30 days from the date the vacancy occurs.

D. It is understood and agreed that the initial voting members of the Spokane Hotel and Motel TPA Commission shall serve staggered terms, with one voting member serving a one-year term, two voting members serving for two-year terms, and two members serving for three-year terms. The length of the term for each individual member of the initial Spokane Hotel and Motel TPA Commission shall be chosen by lot at the first meeting of the Commission. Thereafter, all members subsequently appointed to the Spokane Hotel and Motel TPA Commission shall serve for three-year terms.

8. Contract For Management of Spokane County Tourism Promotion Area.

A. The Board of County Commissioners shall contract with a TPA Manager. The contract shall be awarded consistent with all applicable Spokane County laws, ordinances and regulations. The contract shall require the TPA Manager to comply with all applicable provisions of law, including chapter 35.101 RCW and with all Spokane County resolutions and ordinances as well as all regulations lawfully imposed by the state auditor or other state agencies.

B. The TPA Manager will be responsible for administering the activities and programs of the Spokane County Tourism Promotion Area and to prepare an Annual Budget for the Spokane County Tourism Promotion Area to be reviewed and approved by the Spokane Hotel and Motel TPA Commission and submitted to the Board of County Commissioners of Spokane County on or before November 1st of each year. The TPA Manager shall also act as staff to the Spokane Hotel and Motel TPA Commission in conjunction with assisting it in determining what activities and programs to recommend for funding from the Special Assessments. The TPA Manager, with information provided from the Spokane County Budget and Finance Office, shall provide to the Parties, on a quarterly basis, the aggregate amount of TPA Special Assessments collected from lodging businesses located within their respective boundaries.

C. The Annual Budget for the Spokane County Tourism Promotion Area shall consist of:

(1) A list of the Lodging Businesses subject to Special Assessments and an estimate of the revenue to be received from all such Lodging Businesses; and

(2) A statement of the proposed budget for all Spokane County Tourism Promotion Area activities and programs recommended by the Spokane Hotel and Motel TPA Commission to be funded from Special Assessments during the ensuing fiscal year.

D. All Special Assessments received by Spokane County from the Washington State Department of Revenue and any interest therein shall be deposited by Spokane County in a

special account. Payments to the TPA Manager will be made as provided for in the agreement between the Spokane County and the TPA Manager. Provided, however, no Special Assessment shall be dispersed in any fiscal year until after the adoption of that year's fiscal Annual Budget. Provided further, Spokane County shall not expend in any fiscal year Special Assessments in excess of the approved fiscal Annual Budget.

9. Modification of the Special Assessment (charge) or Disestablishment of the Spokane County Tourism Promotion Area.

A. If a majority of those lodging businesses assessed the base charge or additional charge imposed under Section 4 petition in writing to the Board of County Commissioners that the base charge and/or additional be charge be removed, the Board of County Commissioners must remove the charge. The Board of County Commissioners may determine the timing of when to remove the charge so that the effective date of the expiration of the charge will not adversely impact existing contractual obligations not to exceed twelve months. The Board of County Commissioner may not be held liable for any financial obligations, contractual obligations, or damages from removing the charge.

B. The Board of County Commissioners of Spokane County may, by Ordinance, disestablish the Spokane County Tourism Promotion Area after conducting a hearing to receive public comment regarding the disestablishment of the Spokane County Tourism Promotion Area. Upon receipt of a petition indicating a desire to disestablish the Spokane County Tourism Promotion Area, with the signatures of persons who operate lodging businesses in the Spokane County Tourism Promotion Area who pay over forty percent (40%) of the Special Assessments levied within the Spokane County Tourism Promotion Area, the Board of County Commissioners of Spokane County shall adopt a resolution of intention to disestablish the Spokane County Tourism Promotion Area, and shall state the time and place of a public hearing to be held by the Board of County Commissioners to consider the proposed action, provided the public hearing will be at least fifteen (15) days prior to consideration of the proposed action. If at said hearing a petition objecting to the disestablishment is presented, with signatures of the person who operate lodging business in the Spokane County Tourism Promotion Area who pay fifty-one percent (51%) or more of the total Special Assessments, the Spokane County Tourism Promotion Area shall not be disestablished. If such petition objecting to the disestablishment is not presented at said hearing, the Board of County Commissioners shall disestablish the Spokane County Tourism Promotion Area.

10. Miscellaneous Provisions:

A. Duration and Termination of this Agreement by a Party. This Interlocal Agreement shall continue in full force and effect until such time as the Spokane County Tourism Promotion Area is disestablished by action of the Board of County Commissioners of Spokane County as provided in Section 9 above.

Following termination of this Interlocal Agreement, Spokane County shall be responsible for utilizing any remaining unallocated revenue from Special Assessments for use for tourism promotion in Spokane Metropolitan Area.

B. Waiver. No officer, employee, or agent of the Parties has the power, right, or authority to waive any of the conditions or provisions of this Interlocal Agreement. No waiver of any breach of this Interlocal Agreement by Parties shall be held to be a waiver of any other or subsequent breach. Failure of Parties to enforce any of the provisions of this Interlocal Agreement or to require performance of any of the provisions herein, shall in no way be construed to be a waiver of such conditions, nor in any way effect the validity of this Interlocal Agreement or any part hereof, or the right of Parties to hereafter enforce each and every such provision.

C. Records. All records prepared, owned, used or retained by the TPA Manager in conjunction with operating or administering the activities and programs of the Spokane County Tourism Promotion Area as provided for under the terms of this Interlocal Agreement shall be deemed records of all Parties and shall be made available by the TPA Manager upon request to Parties, State Auditor, or their authorized representatives. Records shall be retained according to Spokane County records retention schedules.

D. Property and Equipment. Spokane County shall be the owner of all property and equipment purchased by the TPA Manager from Special Assessment Revenues. Provided, however, in the event of the termination of the Interlocal Agreement with the TPA Manager, Spokane County agrees to make the property and/or equipment available to the successor TPA Manager for its use in conjunction with providing similar services. Provided further, in the event of disestablishment of the Spokane County Tourism Promotion Area, all property and equipment purchased by the TPA Manager from Special Assessment Revenues shall be retained by Spokane County and used for any lawful purpose.

E. Integration. This Interlocal Agreement contains all of the terms and conditions agreed upon by the Parties concerning the establishment of the Spokane County Tourism Promotion Area by the Board of County Commissioners of Spokane County and the collection of Special Assessments from Operators of Lodging Businesses within the Tourism Promotion Area. No other understandings, oral or otherwise, regarding the subject matter of this Interlocal Agreement shall be deemed to exist or to bind any of the Parties hereto. The Parties have read and understand all of this Interlocal Agreement, and now state that no representation, promise, or agreement not expressed in this Interlocal Agreement has been made to induce the officials of the Parties to execute this Interlocal Agreement.

F. Severability. In the event any provision of this Interlocal Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

G. Execution of Agreement. This Interlocal Agreement shall become effective immediately after it is duly adopted by the Board of County Commissioners of Spokane County, the City Council of the City of Spokane, and the City Council of the City of Cheney and shall be filed with each entity as provided for in RCW 39.34. 040.

H. Litigation. In the event litigation is brought against the TPA or any Parties to this Interlocal Agreement Spokane County shall cause legal counsel to be employed for the purpose of defending or prosecuting the matter. The cost of the legal counsel shall be paid by out of Special Assessments. The Parties reserve the right to monitor and participate in any litigation as solely determined by the party as its sole cost and expense.

I. Amendment. Provisions within this Interlocal Agreement may be amended with the mutual consent of the Parties hereto. No additions to or alteration of the terms of this Interlocal Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of all Parties.

11. Chapter 39.34 RCW Required Clauses:

- A. Purpose: See Section 1 above.
- B. Duration: See Section 9 and 10 above.
- C. Organization of Separate Entity and its Powers: No new or separate legal or administrative entity is created to administer the provisions of this Interlocal Agreement.
- D. Responsibilities of the Parties: See provisions above.
- E. Agreement to be Filed: See Section 10 G above.
- F. Financing: Each party shall be responsible for the financing of its contractual obligations under this Interlocal Agreement, if any, under its normal budgetary process.
- G. Termination: See Section 9 and 10 above.
- H. Property upon Termination: See Section 10 G above.

IN WITNESS WHEREOF, Spokane County, the City of Spokane, and the City of Cheney have executed this Interlocal Agreement by their duly authorized officials pursuant to all requirements of law on the date opposite their respective signature block.

(This space intentionally left blank.)

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, Chair

ATTEST:

AL FRENCH, Vice-Chair

Ginna Vasquez, Clerk of the Board

JOSH KERNS, Commissioner

DATED: _____

CITY OF SPOKANE

By: _____

Its: _____

ATTEST:

Approved as to form:

City Clerk

Assistant City Attorney

CITY OF CHENEY

DATED: _____

By: _____

Title: _____

ATTEST:

Approved as to form:

City Clerk

City Attorney

NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF AN ORDINANCE
ESTABLISHING A TOURISM PROMOTION
AREA HAVING CERTAIN BOUNDARIES
AND OTHER MATTERS RELATED
THERE TO

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN by the Board of County Commissioners of Spokane County, Washington ("Board") pursuant to RCW 35.101.080, that a public hearing will be held on:

**TUESDAY, _____ AT 2:00 P.M.
(OR AS SOON AS POSSIBLE THEREAFTER)
COMMISSIONERS' HEARING ROOM
LOWER LEVEL
PUBLIC WORKS BUILDING
1026 W. BROADWAY AVENUE
SPOKANE, WASHINGTON 99260-0170**

**The public may also participate remotely via conference call by calling
1-877-853-5257 (MEETING ID: 856 7484 5677) and/or view the public meeting
via: Webinar Link: <https://us02web.zoom.us/j/85674845677> (MEETING ID: 856 7484 5677).**

The purpose of the public hearing will be for the Board of County Commissioners to consider public testimony and take action on a proposed Ordinance which would establish a Tourism Promotion Area within the unincorporated area of Spokane County, City of Spokane and City of Cheney, impose a charge on the furnishing of lodging by a Lodging Business located in the Tourism Promotion Area, provide for the collection of the charge, provide for the administration of the Ordinance and other matters related thereto.

The full text of the proposed Spokane County Ordinance is as follows:

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON, ESTABLISHING A TOURISM PROMOTION AREA WITHIN THE UNINCORPORATED AREA OF SPOKANE COUNTY, CITY OF SPOKANE AND CITY OF CHENEY, IMPOSING A CHARGE ON THE FURNISHING OF LODGING BY A LODGING BUSINESS LOCATED IN THE TOURISM PROMOTION AREA, PROVIDING FOR THE COLLECTION OF THE CHARGE, PROVIDING FOR THE ADMINISTRATION OF THE CHARGE, AND OTHER MATTERS RELATED THERETO.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON, as follows:

SECTION NO. 1: DEFINITIONS

As used in this Ordinance, the following terms, unless the context otherwise dictates, shall have the following meanings:

1.1 "Agreement" shall mean the Interlocal Cooperation Agreement among Spokane County, City of Spokane, and City of Cheney for the establishment of a Spokane County Tourism Promotion Area by Spokane County as authorized by RCW 35.101.040(2).

1.2 "Lodging Business" means a business located within the Spokane County Tourism Promotion Area that furnishes lodging taxable by the state under chapter 82.08 RCW that has forty (40) or more lodging units.

1.3 "Operator" means the Operator of a Lodging Business, whether in the capacity of owner, general manager, lessee, sub lessee, mortgagee in possession, license or any other similar capacity.

1.4 "Room Revenues" means the gross per-night-charge (nights of stay) imposed for the rental of a room or combination of rooms for Lodging.

1.5 "Special Assessment" means the levy (charge) imposed by Spokane County on the Operators of a Lodging Business within the Spokane County Tourism Promotion Area and subsequently passed on to the guests of the Lodging Business, under the authority of RCW 35.101.050, for the purpose of providing for funding of tourism promotion in Spokane Metropolitan Area.

1.6 "Spokane Hotel-Motel Association" means the Spokane Hotel-Motel Association, Inc., a Washington non-profit corporation.

1.7 "Spokane Hotel and Motel TPA Commission" means the Spokane Hotel and Motel TPA Commission, established by Spokane County, whose members are appointed by the Board of County Commissioners of Spokane County, the City Council of the City of Spokane, and the City Council of the City of Cheney to provide recommendations to the Board of County Commissioners of Spokane County on proposed uses and projects of the Spokane County Tourism Promotion Area pursuant to the provisions of RCW 35.101.130(1).

1.8 "Spokane Metropolitan Area" means unincorporated Spokane County, the City of Spokane, and the City of Cheney.

1.9 "Spokane County Tourism Promotion Area" means the Tourism Promotion Area created by the Ordinance of the Board of County Commissioners of Spokane County pursuant to the authority of chapter 35.101 RCW as authorized or as will be authorized by the resolutions of the City Council of the City of Spokane, and City Council of the City of Cheney.

1.10 "Tourism Promotion" means activities and expenditures designed to increase tourism and convention business, including but not limited to, advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists and operating tourism destination marketing organizations.

1.11 "Transient Basis" means the rental of a room or rooms for dwelling, lodging, or sleeping purposes by the Operator of a Lodging Business for a period of thirty (30) consecutive calendar days or less, counting a portion of a day as a full calendar day.

1.12. "Zone" or "Zones" means the distinct geographic subarea or subareas within the Spokane County Tourism Promotion Area as established by Ordinance of the Board of County Commissioners of Spokane County.

1.13 "Annual Budget" shall mean the Spokane County Tourism Promotion Area budget for a fiscal year, as adopted or amended by the Board of County Commissioners of Spokane County, after the receipt of a recommendation from the Spokane Hotel and Motel Commission, identifying all estimated revenue from Special Assessments for the fiscal year, and providing for all proposed uses of Special Assessment revenue for the purpose of providing tourism promotion in Spokane County for the ensuing fiscal year.

SECTION NO. 2: ESTABLISHMENT OF TOURISM PROMOTION AREA

There is hereby established a Tourism Promotion Area having boundaries which include the City of Spokane, City of Cheney, and the unincorporated area of Spokane County. Provided, however, no area within the City of Spokane, City of Cheney, or unincorporated areas of Spokane County shall be included within the boundaries of the Spokane County Tourism Promotion Area unless the respective Cities and County have entered into an Agreement as provided for in RCW 35.101.040(2).

SECTION NO. 3: RATE

There is imposed and Lodging Business shall collect and Lodging guests shall pay a Special Assessment on the furnishing of lodging by a Lodging Business located in the Tourism Promotion Area as follows:

The Special Assessments to be imposed on the operators of those Lodging Businesses with room revenues during the preceding calendar year, which exceeded five hundred thousand dollars (\$500,000.00), are as follows:

Total Charge
("Special Assessments")

| ZONE | BASE CHARGE | ADDITIONAL CHARGE | TOTAL CHARGE (Special Assessment) |
|---------|---------------------|---------------------|--------------------------------------|
| Zone A. | \$2.00 per room/day | \$2.00 per room/day | \$4.00 per room/day |
| Zone B. | \$2.00 per room/day | \$2.00 per room/day | \$4.00 per room/day |
| Zone C. | \$2.00 per room/day | \$2.00 per room/day | \$4.00 per room/day |

The Special Assessment to be imposed on the Operators of those Lodging Businesses with room revenues during the preceding calendar year, which did not exceed five hundred thousand dollars (\$500,000.00), is as follows:

| ZONE | BASE CHARGE | ADDITIONAL CHARGE | TOTAL CHARGE (Special Assessment) |
|---------|---------------------|---------------------|--------------------------------------|
| Zone D. | \$.50 per room/day | \$.50 per room/day | \$1.00 per room/day |
| Zone E. | \$0.00 per room/day | \$0.00 per room/day | \$0.00 per room/day |

The Additional Charge portion of the Total Charge (“Special Assessments”) identified above shall automatically expire at midnight on June 30, 2027. Upon the expiration of the Additional Charge portion of the Total Charge (“Special Assessments”), the Total Charge (“Special Assessments”) shall be automatically reduced to the Base Charge as of 12:01 a.m. on July 1, 2027. In the event the legislature extends the Additional Charge portion of the Total Charge (“Special Assessments”) beyond midnight on June 30, 2017, the Additional Charge portion of the Total Charge (“Special Assessments”) shall be automatically extended for the time frame authorized by the legislature.

Zone A. Zone A encompasses those Lodging Businesses located within the area of the incorporated city limits of the City of Spokane.

Zone B. Zone B encompasses all Lodging Businesses located within the incorporated city limits of the City of Cheney.

Zone C. Zone C encompasses those Lodging Businesses located outside Zones A and B but within the unincorporated area of Spokane County.

Zone D. Zone D encompasses all Lodging Businesses with room revenue under \$500,000 per year, situated within the Spokane County Tourism Promotion Area, regardless of their specific location.

Zone E. Zone E encompasses Lodging Businesses located within the Tourism Promotion Area, as that term is addressed in WAC 458-20-166 as it presently exists or may be hereinafter amended, other than hotels, motels, and bed and breakfast facilities. Lodging Businesses within this zone, as addressed in WAC 458-20-166, would include only (i) trailer camps and recreational vehicle parks that rent space to transient tenants for house trailers, campers, recreational vehicles, mobile homes, tents, and similar accommodations; (ii) educational institutions that sell overnight lodging to person other than students; and (iii) private lodging houses, dormitories and bunkhouses and similar accommodations operated by or on behalf of a business or school solely for the accommodation of employees of such businesses or student of the school, which are not held out to the public as a place where sleeping accommodations may be obtained.

The Special Assessment imposed under this section are not a tax on the “sale of lodging” for the purposes of RCW 82.14.410. and do not apply to temporary medial housing exempt under RCW 82.08.997.

SECTION No. 4: USE OF SPECIAL ASSESSMENT REVENUES FOR THE PROMOTION OF TOURISM AND CONVENTION BUSINESS IN SPOKANE COUNTY

The revenues from the Special Assessments levied by Spokane County on the Operators of Lodging Businesses situated within the Spokane County Tourism Promotion Area shall be used for the following purposes only:

- (1) The general promotion of tourism within the Spokane Metropolitan Area as specified in the Tourism Promotion Area business plans to be presented by the Spokane Hotel and Motel TPA Commission and adopted annually,
- (2) The marketing of the Spokane Metropolitan Area to the leisure and business travel industry to benefit local tourism and the Lodging Businesses in Spokane County,

(3) The marketing of convention and trade shows that benefit local tourism and the Lodging Businesses in the Spokane Metropolitan Area, and

(4) The marketing of the Spokane Metropolitan Area to recruit sporting events to benefit local tourism and the Lodging Business in Spokane County.

For the purpose for of the Petition, the terminology “Spokane Metropolitan Area” shall mean the unincorporated area of Spokane County and incorporated areas of the City of Spokane, and the City of Cheney.

SECTION 5: ESTABLISHMENT OF THE SPOKANE HOTEL AND MOTEL TPA COMMISSION

- A. The Board of County Commissioners of Spokane County, pursuant to the authority of RCW 35.101.130(1), hereby establishes a eight (8) member Spokane Hotel and Motel TPA Commission to advise the Board of County Commissioners of Spokane County on the expenditure of Special Assessment revenues collected within the Spokane County Tourism Promotion Area to fund tourism promotion in the Spokane Metropolitan Area. Five (5) members of the Spokane Hotel and Motel TPA Commission as identified in Section B shall be voting members.
- B. Members of the Spokane Hotel and Motel TPA Commission shall be selected by the Board of County Commissioners of Spokane County, the City Council of Spokane, and the City Council of the City of Cheney from a list of nominees prepared by the Spokane Hotel and Motel Association. All nominees for membership on the Spokane Hotel and Motel TPA Commission must be Operators of Lodging Businesses within the Spokane County Tourism Promotion Area or employed by the Operator of such a Lodging Business. One *ex officio* member of the Commission may be appointed from the members of the Board of Commissioners of Spokane County; one *ex officio* member may be appointed from the members of the City Council of the City of Spokane; and one *ex officio* member may be appointed from the members of the City Council of Cheney. *Ex officio* members of the Spokane Hotel and Motel TPA Commission may participate in all discussions regarding proposed activities and programs by the Spokane County Tourism Promotion Area for the promotion and marketing of tourism in Spokane County but shall not have voting rights.
- C. The Board of County Commissioners of Spokane County shall appoint one member and one *ex officio* member of the Spokane Hotel and Motel TPA Commission to represent the County of Spokane; the City Council of the City of Spokane shall appoint three members and one *ex officio* member of the Spokane Hotel and Motel TPA Commission to represent the City of Spokane; and the City of Cheney shall appoint one member and one *ex officio* member of the Spokane Hotel and Motel TPA Commission to represent the City of Cheney. Any vacancy, on the Spokane Hotel and Motel TPA Commission arising from a resignation or other cause shall be filled by the appointing entity from the list of nominees prepared by the Spokane Hotel and Motel Association within 30 days from the date the vacancy occurs.
- C. The initial voting members of the Spokane Hotel and Motel TPA Commission shall serve staggered terms, with one voting members serving a one-year term, two voting members serving for two-year terms, and two members serving for three-year terms. The length of the term for each individual member of the initial Spokane Hotel and Motel TPA Commission shall be chosen

by lot at the first meeting of the Commission. Thereafter, all members subsequently appointed to the Spokane Hotel and Motel TPA Commission shall serve for three-year terms.

- E. All of the revenues from Special Assessments collected within the Spokane County Tourism Promotion Area from Lodging Businesses shall be allocated by the Board of County Commissioners of Spokane County in accordance with the Annual Budget for the Spokane County Tourism Promotion Area. The Spokane Hotel and Motel TPA Commission shall make a recommendation to the Board of County Commissioners on all Annual Budgets. The Board of County Commissioners shall have the ultimate authority to set and approve all Annual Budgets.

SECTION NO. 6: MODIFICATION OR DISESTABLISHMENT OF THE SPOKANE COUNTY TOURISM PROMOTION AREA

A. If a majority of those lodging businesses assessed the base charge or additional charge imposed under Section No. 4 petition in writing to the Board of County Commissioners that the base charge and/or additional be charge be removed, the Board of County Commissioners must remove the charge. The Board of County Commissioners may determine the timing of when to remove the charge so that the effective date of the expiration of the charge will not adversely impact existing contractual obligations not to exceed twelve months. The Board of County Commissioner may not be held liable for any financial obligations, contractual obligations, or damages from removing the charge.

B. The Board of County Commissioners of Spokane County may, by Ordinance, disestablish the Spokane County Tourism Promotion Area after conducting a hearing to receive public comment regarding the disestablishment of the Spokane County Tourism Promotion Area. Upon receipt of a petition indicating a desire to disestablish the Spokane County Tourism Promotion Area, with the signatures of persons who operate lodging businesses in the Spokane County Tourism Promotion Area who pay over forty percent (40%) of the Special Assessments levied within the Spokane County Tourism Promotion Area, the Board of County Commissioners of Spokane County shall adopt a resolution of intention to disestablish the Spokane County Tourism Promotion Area, and shall state the time and place of a public hearing to be held by the Board of County Commissioners to consider the proposed action, provided the public hearing will be at least fifteen (15) days prior to consideration of the proposed action. If at said hearing a petition objecting to the disestablishment is presented, with signatures of the person who operate lodging business in the Spokane County Tourism Promotion Area who pay fifty-one percent (51%) or more of the total Special Assessments, the Spokane County Tourism Promotion Area shall not be disestablished. If such petition objecting to the disestablishment is not presented at said hearing, the Board of County Commissioners shall disestablish the Spokane County Tourism Promotion Area.

SECTION NO. 7: ADMINISTRATION/COLLECTION

The special assessment imposed under Section No. 2 shall be administered by the Washington State Department of Revenue and shall be collected by Lodging Businesses from those guests who are taxable by the state under chapter 82.08 RCW. The provisions of chapter 82.32 RCW apply to the special assessments imposed under Section No. 2.

The special assessments collected by the Washington State Department of Revenue shall be deposited by the Washington State Department in the local tourism promotion account created and maintained by the State Treasurer. All receipts from the special assessments imposed hereunder must be deposited into this account. Expenditures from the account may only be used for tourism promotion. The State Treasurer shall distribute the money in the account on a monthly basis to Spokane County.

SECTION NO. 8: INSPECTION

All Lodging Businesses subject to the special assessment as set forth in Section No. 2 herein and Spokane County consent to the inspection of such records as are deemed necessary by the Washington State Department of Revenue pursuant to applicable statutes, rules or regulations.

SECTION NO. 9: CONTRACT WITH STATE FOR ADMINISTRATION

The Chair of the Board of County Commissioners of Spokane County, or a majority of the Board, is authorized to enter into contract(s), at other than an open meeting, with the Washington State Department of Revenue for the administration of the special assessment imposed pursuant to this Ordinance.

SECTION NO. 10: VIOLATION/PENALTIES

Any person, firm or corporation who fails or refuses to collect the special assessment as required under the terms of this Ordinance with the intent to violate the provisions of this Ordinance or to gain some advantage or benefit, either directly or indirectly, and any guest who refuses to pay any special assessment due under this Ordinance, shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by imprisonment in the County jail for a maximum term fixed by the court of not more than ninety (90) days, or by a fine in the amount fixed by the court of not more than \$1,000.00 or by both such imprisonment and fine. Provided, however, the penalty provided for under the terms of this Section shall be in addition to any other provisions provided for by law.

SECTION NO. 11: MISCELLANEOUS

The Board of County Commissioners of Spokane County anticipate adopting under Resolution No. 22-_____, to be passed and adopted on _____, a Decision captioned: "IN THE MATTER OF ADOPTING A RESOLUTION OF INTENTION TO ESTABLISH A TOURISM PROMOTION AREA HAVING CERTAIN BOUNDARIES" wherein the Board will approved the Resolution of Intention to Establish a Tourism Promotion Area having certain boundaries to include those of the City of Spokane, the City of Cheney, and the unincorporated areas of Spokane County. In anticipation of this action, the Board of County Commissioners has set _____ at 2:00 p.m., or as soon as possible thereafter, in the Public Building, Commissioners Assembly Room as the date and time for a public hearing on an Ordinance to formally establish a Tourism Promotion Area ("TPA").

SECTION NO. 12: EFFECTIVE DATE

This Ordinance shall take effect as of 12:01 a.m. on January 1, 2023.

SECTION NO. 13. TERMINATION

This Ordinance shall continue in full force and effect until modified or disestablished in whole or part as provided for in Section No. 6 above.

SECTION NO. 14: SEVERABILITY

If any part or provision of this Ordinance, or its application to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners of Spokane County that the remainder of this Ordinance, or its application of the provisions to other persons or circumstances is not affected.

* * * * *

Any person may appear at the time, place and date set forth hereinabove and present testimony in favor of or in opposition to the proposed Ordinance. To ensure that everyone attending has an opportunity to speak, testimony may be limited to three (3) minutes per speaker. The Board reserves the right to adjust the time frame allotted to speakers, as well as hearing procedures, during the hearing.

Additional information with respect to this Notice of Public Hearing may be obtained by contacting James P. Emacio, Special Deputy Prosecuting Attorney at (509) 477-2124.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: Spokane County is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Commissioner's Hearing Room at 1026 West Broadway is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Individuals requesting reasonable accommodations or further information may call, write, or email Ashley Cameron at (509) 477-5750 (TDD), 824 North Adams Street, Spokane, WA, 99260; or acameron@spokanecounty.org please contact us forty-eight (48) hours before the meeting/hearing date.

PASSED AND ADOPTED this ____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY L. KUNEY, Chair

ATTEST:

AL FRENCH, Vice-Chair

Ginna Vasquez, Clerk of the Board

JOSH KERNS, Commissioner

Publish: The Spokesman-Review-10 days before the public hearing.

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

09/12/2022

Date Rec'd

8/24/2022

Clerk's File #

OPR 2022-0623

Renews #**Submitting Dept**

HISTORIC PRESERVATION

Cross Ref #**Contact Name/Phone**

MEGAN DUVALL X6543

Project #**Contact E-Mail**

MDUVALL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0470 - DWINNELL HOUSE AND FALLOUT SHELTER NOMINATION TO THE REGISTER OF HIS

Agenda Wording

Recommendation to list the Dwinnell House and Fallout Shelter, 504 W 19th 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 Dwinnell House and Fallout Shelter 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**

MACDONALD, STEVEN

Council Sponsor**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

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mduvall@spokanecity.org

For the Mayor

PERKINS, JOHNNIE

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Additional Approvals

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Purchasing

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Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

The Dwinnell House and Fallout Shelter – 504 West 19th 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 1941 with the construction of the fallout shelter in 1961; the Dwinnell House and Fallout Shelter 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, E).**
 - The Dwinnell House and Fallout Shelter meets Spokane City/County Register of Historic Places **Category A**, as a property that represents the Cold War social history as an historic example of the construction of home fallout shelters in Spokane during the 1960-1961 heyday of such activity.
 - The fallout shelter is described on the Building Permit as a "standard O.C.D. shelter S.O. 5," although that plan for a shelter has yet to be found. Nevertheless, it is of a size, location under the yard, and with recommended features per federal government advice for erecting shelters from 1959-1962. It is an example of the national response to the Cold War fear of radiation, as well as an enthusiasm for building shelters in Spokane in 1961, its period of significance. The shelter is unchanged from its original form and some of its historic furnishings remain in place.
 - The Cold War era, considered to be the contest between two super-powers, the United States and the Soviet Union, began in 1947 and continued until the dissolution of the Soviet Union in 1991. One of the most intense periods of nuclear arms build-up, positioning, and posturing occurred between 1947 and 1962, followed by a gradual reduction in tensions. Spokane, due to its location; proximity to the Fairchild Air Force Base; and as a railroad transportation hub; was considered to be a target if the Cold War heated up to an actual war. The residents of Spokane were well aware of the Cold War situation and news and probably felt a heightened sense of vulnerability. Residents of Spokane, though, could work together to create public shelters and construct fallout shelters in their own homes.
 - The exact number of personal fallout shelters that were built or remain in Spokane is unknown. When the Dwinnell's received their building permit for the shelter in October of 1961, two dozen additional permits were issued for shelters within a few weeks of that time.
 - The Dwinnell House has good historic integrity in terms of design, materials, and workmanship, and very good integrity of location and association. The fallout shelter has very good integrity in all aspects of historic integrity. The house and shelter have been well-maintained and the historic appearance of the 1941 and 1961 time periods remains very strong as the Snow and Dwinnell residence, as well as for the 1961 fallout shelter.
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 Dwinnell House and Fallout Shelter intact and partially furnished, provides an excellent example of home fallout shelter construction in Spokane during the 1960-1961 period.
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 Dwinnell House and Fallout Shelter according to the appropriate criteria at a public hearing on 8/17/22 and recommends that the Dwinnell House and Fallout Shelter be listed on the Spokane Register of Historic Places under Category A.

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:

CANNON HILL PK L15-16B7

Parcel Number(s) 35301.2114, is governed by a Management Agreement between the City of Spokane and the Owner(s), Thomas P & Sheryl L Piskel, 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: _____

City Clerk No. _____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **17th** day of **August 2022**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Thomas P & Sheryl L Piskel** (hereinafter "Owner(s)"), the owner of the property located at **504 West 19th Avenue** commonly known as the **Dwinnell House and Fallout Shelter** 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


Megan M.K. Duvall

MAYOR


Nadine Woodward

ATTEST:


City Clerk

Approved as to form:


Assistant City Attorney

STATE OF Washington)
) ss.
County of Spokane)

On this 17th day of August, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Sheryl Kleiss-Piskel and Thomas Piskel, 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 17th day of August, 2022.



A handwritten signature in blue ink, appearing to be "Laura Price", written over a horizontal line.

Notary Public in and for the State
of Washington, residing at Spokane
My commission expires 02-18-2023

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2022, 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 _____, 2022.

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: Dwinnell House and Fallout Shelter
And/Or Common Name: Robert and Elsa Snow House

2. Location

Street & Number: 504 W. 19th Avenue
City, State, Zip Code: Spokane, WA 99203
Parcel Number: 35301.2114

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 type="checkbox"/> yes, unrestricted | <input type="checkbox"/> industrial | <input type="checkbox"/> transportation |
| | | <input checked="" type="checkbox"/> no | <input type="checkbox"/> military | <input type="checkbox"/> other |

4. Owner of Property

Name: Thomas P. and Sheryl L. Piskel
Street & Number: 504 W 19th Avenue
City, State, Zip Code: Spokane, WA 99203
Telephone Number/E-mail: Enter property owner's telephone number and email

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: An Historic Property Inventory of the Cannon Hill Park Neighborhood
Date: 2008 ☐ 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: Less than one acre
Verbal Boundary Description: Canon Hill Park, Block 7, Lots 15-16
Verbal Boundary Justification: Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

Name and Title: Betsy H. Bradley
Organization: Enter your organization if applicable
Street, City, State, Zip Code: 417 W 29th Avenue, Spokane, WA 99203
Telephone Number: 509 822-0300
E-mail Address: betsy.bradley1@gmail.com
Date Final Nomination Heard:

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)

Sheryl L. Klein-Dinkel
7/20/22

14. For Official Use Only:

Date nomination application filed: _____

Date of Landmarks Commission Hearing: 8/17/22

Landmarks Commission decision: approved

Date of City Council hearing: _____

City Council decision: _____

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

Megan Duvall 8/23/22

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

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Summary

The house at 504 W 19th Avenue occupies a corner site at the intersection of 19th Avenue and S. Stevens Street. It is one of the properties at the perimeter of Cannon Hill Park that was developed after the first period of construction; 608 W 19th Avenue was built in 1939 and 614 W 19th Avenue was erected the following year.

Henry G. Mansur, a custom house builder, erected the house for Robert H. and Elsa Snow in 1941; no architect was entered on the building permit. The one-and-one-half story house with a brick veneer is set back from a raised front lawn edged with a basalt rubble retaining wall (Fig. 1). Later owners, Dr. Leonard and Nota Dwinnell, built an underground fallout shelter north of the house, as well as an addition to their garage to conceal the escape hatch from the shelter in 1961. The presence of the fallout shelter establishes the historic significance of the property as an example of the pattern of building residential fallout shelters in Spokane during 1959-1961 period.



Fig. 1. 504 W 19th Avenue, facing northwest.

Description

The rectangular lot is located at the corner of 19th Avenue and S. Stevens Street, across the street from the St. Augustine, now Cataldo, school and parish property. Further west, the long south side of the block faces Cannon Hill Park. The east end parcel has an oblique view of the park, as directly south of it are properties on the east side of Stevens Street (Fig. 2).

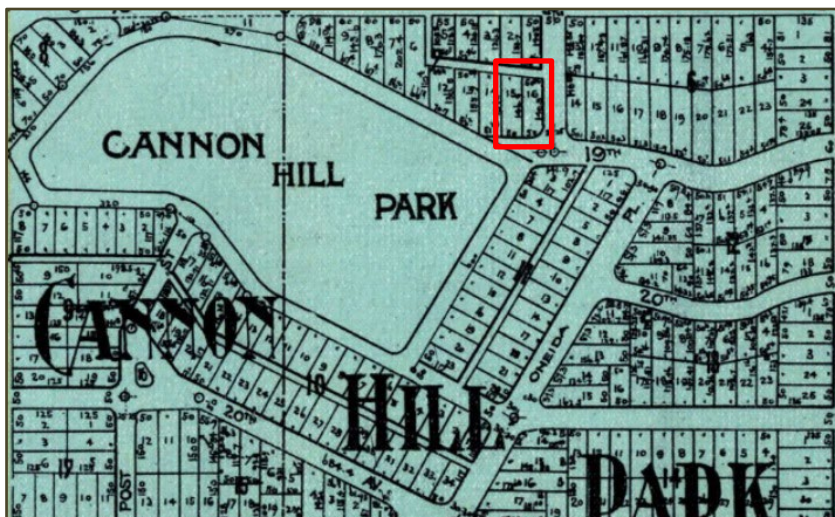


Fig. 2. Canon Hill Park Plat with 504 W 19th Avenue parcel outlined.

The parcel was leveled with the construction of a retaining wall of roughly cut and coursed basalt on its south edge, adjacent to the concrete public sidewalk. Steps at the retaining wall join a sidewalk and paved area with modern brick pavers and steps to the stoop at the front door; *welcome* is scored in the paving. The rectangular house is set on the west half of the parcel; its front door faces 19th Avenue and a side yard adjacent to S. Stevens Street is fenced. At one time this side yard hosted an

orchard; a pear tree and a cherry tree remain. An alley extends through this block, and the garage and its addition are positioned adjacent to the alley.

The House. The house has a raised basement under the southern two-thirds of the structure. Basement windows include one in a tripartite configuration on the façade set beneath the large three-paned window above. The entire house is clad with a dark red, gray and nearly black clinker brick, with the projecting irregular bricks common in that style of cladding. A complex steeply-pitched hip roof has an intersecting hip form covering the east portion of the structure. A small semi-circular glazed vent is positioned halfway up the south slope of the roof. The brick chimney rises through the western roof ridge (Fig. 3). The house has enclosed eaves with a narrow overhang.



Fig. 3. South-facing façade.

The entrance is on the east side of the south-facing façade. A steep flight of steps, edged with wrought-iron handrails and flaring outward slightly at the bottom, leads to a projecting stoop somewhat wider than the entrance. The door is set in a deep paneled surround edged with traditional molding. Both this molding, and that surrounding the large tripartite-window to the west are set just below the roof fascia. A wrought-iron window box holder is installed at the base of the large façade window. A double column of glass blocks fills the coat closet window at the south end of the east façade. Traditional in shape and size, double-hung windows light the projecting dining room and kitchen that comprise the east side of the house, and pierce the west wall to light the living rooms and the bedrooms at the northwest corner of the house. A sunporch

at the northeast corner of the house has been incorporated into the house for some time (Fig. 4; exterior brick forms the west wall of this space.

The Interior. The interior of the house initially consisted of a living room (Fig. 5), dining room, kitchen, half bath, and three bedrooms and a full bath on the main floor. The molding around door frames and windows is a reeded pattern. The owners of the house during the early 21st century, reconfigured the interior, creating a master suite of two bedrooms and the main bathroom and a larger kitchen. This area was reconfigured and updated again in 2022.



Fig. 4. Northeast portion of the house, facing southwest.



Fig. 5. Living Room, facing northwest showing fireplace and historic windows.

Stairs rise from the living room to the attic level, which was finished at some point with a bathroom, a bedroom, and a large L-shaped open area; skylights were installed at that time. Stairs to the basement are beneath those to the upper level. The basement has been divided into rooms on the south end and there is a second fireplace below the one in the living room. A narrow door has been installed in the central hall area of the basement that gives access to what was the crawl space below the north end of the house.

The Fallout Shelter. The fallout shelter is located underground between the house and garage (Fig. 6). The area between the garage and house used to have two ventilation pipes above ground that served the shelter. They were removed when paving and raised planters were added to this area. Shelter construction consisted of a full-height hallway through the crawl-space north

portion of the basement; the masonry fallout shelter, and the steel tunnel and perpendicular section that gives access to the hatch under the addition to the garage.



Fig. 6. Location of the underground fallout shelter

A narrow door provides access to the narrow passageway created through the crawlspace to and beyond the original foundation of the house (Fig. 7). Concrete block walls edge the narrow, 22-inch-wide walkway, which has a poured concrete floor. It steps down in elevation as it passes through the foundation to the lower level of the shelter floor. The walls of the hallway at this point are poured concrete. Prior to giving access to the shelter, it takes a right-angle turn to the west (Fig. 8). An installed light fixture illuminates the point where the hall takes a 90-degree turn.

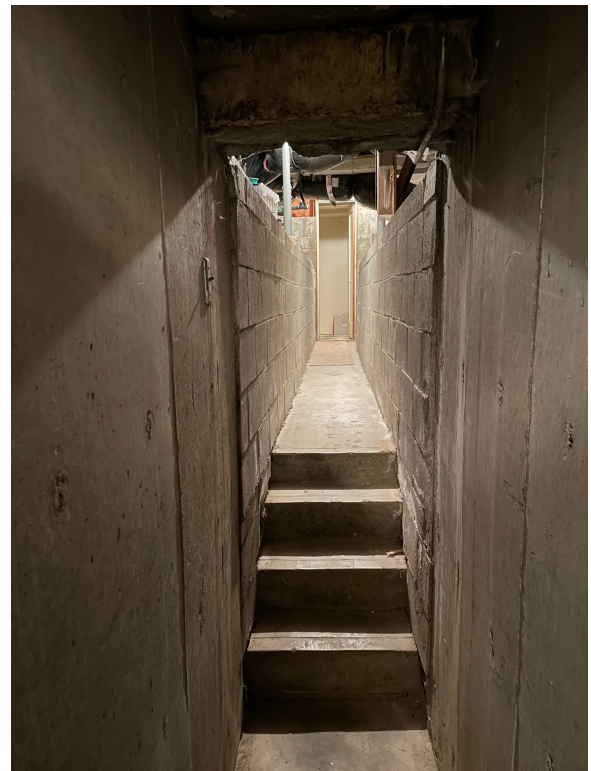


Fig. 7. Walkway through the crawl space; crawl space visible on left; steps to lower level of shelter floor on right. Level of shelter floor on right.

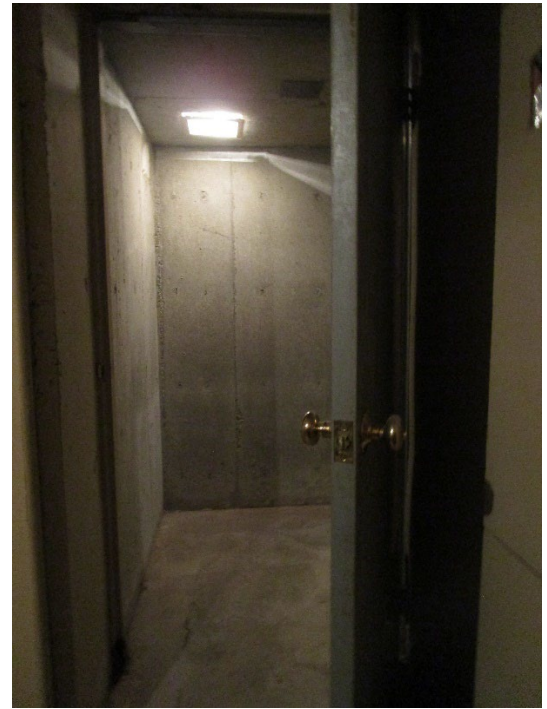


Fig. 8. Entrance to the shelter protected with a right-angle turn.

The finished interior shelter room is 7'7" x 10'2", and 6'4" tall. The floor is poured concrete. The walls and ceiling appear to be furred out and lined with a painted plywood; a simple covered molding was applied at the upper wall edge and corners to cover the joints (Figs. 9 and 10). The construction material of the main shelter walls is not visible, but the poured concrete in the recessed shelves and surrounding the tunnel opening suggest that it is also poured concrete. The door between the hallway and the shelter is clad with sheet steel on both sides (see Fig. 8). A light fixture is installed in the center of the ceiling. A water spigot is positioned in the south wall.





Fig. 9. View of the shelter, facing southwest.

The northwest corner of the shelter was the “utility area.” It appears to have been plumbed for a toilet with a waste vent low in the wall. A manually-operated “air blower,” the type pictured in shelter manuals (Figs. 10 and 12) is mounted at the north end of the west wall. The blower had to be hand cranked periodically to move air into the exhaust pipe, according to a shelter manual. Two ventilation pipes extended above the shelter: one was near the south wall of the garage addition and the other was at the western fence line.

The north end wall, closest to the garage addition, has a central opening where the steel tunnel encased with concrete extends (Fig. 12). A plywood panel covering for this opening has two handles on the room side to aid lifting it into place and is secured with four bolts. The wall area to the east has recessed shelves above a safe set on the floor. A wood-framed bunk bed stands adjacent to the west wall (see Fig. 9). It is the only historic furnishing left in the shelter.



Fig. 10. View of the shelter, north wall and northeast corner.



Fig. 11. Air blower in situ on the shelter wall with plumbing for toilet below it



Fig. 12. Tunnel access point with plywood panel removed.

The Garage. The garage consists of two separate sections, the eastern portion built in 1941 (Fig. 13) and the western section dating from 1961 (Fig. 14). Both portions have clinker-brick walls and the two portions are united by a steeply-pitched hipped roof. The vehicle door for the 1941 section faces east. The vehicle door for the 1961 section is set under an intersecting gable roof form and faces north and the alley. Both portions of the garage have man doors in their south walls, facing the house. The 1961 section of the garage has a concrete manhole-like hatch that has a metal handle. It is located near the south wall of the garage and on the west side, so a centrally parked boat or car would not cover it (Fig. 15).



Fig. 13. 1941 portion of the garage, facing southwest.



Fig. 14. 1961 portion of the garage, facing southeast.



Fig. 15. Floor of 1961 garage.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

The exterior of the house at 504 W 19th Avenue is little changed from its appearance in 1961, the period of significance for this property, as well as from 1941, when built. At some early date, the porch at the northeast corner of the house was incorporated into the house and has been extended by a few feet to the north. It is likely that the upper level, which has a sloping ceiling, was converted from an attic to occupiable space by the Dwinnell family or later owners. During the 2022 interior remodeling project, a larger window replaced two separate windows in the east side wall of the kitchen area. Interior alterations are limited to the bedroom and kitchen area. There have been no modifications to the fallout shelter.

HISTORIC INTEGRITY

The Dwinnell House has good historic integrity in terms of design, materials, and workmanship, and very good integrity of location and association. The fallout shelter has very good integrity in all aspects of historic integrity. The house and shelter have been well-maintained and the historic appearance of the 1941 and 1961 time periods remains very strong as the Snow and Dwinnell residence, as well as for the 1961 fallout shelter.

SECTION 8: STATEMENT OF SIGNIFICANCE

| | |
|-------------------------------|---|
| <i>Area of Significance</i> | <i>Category A – Broad Patterns of History</i> |
| <i>Period of Significance</i> | <i>1961</i> |
| <i>Built Date</i> | <i>1941</i> |
| <i>Architect</i> | <i>Unknown</i> |
| <i>Builder</i> | <i>Henry G. Manser</i> |

The Dwinnell House and Fallout Shelter, 504 W. 19th Street

Summary

The Dwinnell House and Fallout Shelter, 504 W 19th Avenue, is eligible for listing in the Spokane Register of Historic Places under Category A in the area of Cold War social history as an historic example of the construction of home fallout shelters in Spokane during the 1960-1961 heyday of such activity. The house was constructed in 1941 on a large corner lot by Spokane builder Henry G. Manser for Spokane businessman Henry R. Snow and his wife, Elsa, after their children had become adults and no longer lived at home. Dr. Leonard Dwinnell and his wife, Nota, purchased the house soon after they relocated to Spokane in 1954. The Dwinnells built the fallout shelter in 1961, as well as an addition to the garage to conceal the second means of egress from the shelter. The fallout shelter is described on the Building Permit as a “standard O.C.D. shelter S.O. 5,” although that plan for a shelter has yet to be found. Nevertheless, it is of a size, location under the yard, and with recommended features per federal government advice for erecting shelters from 1959-1962. It is an example of the national response to the Cold War fear of radiation, as well as an enthusiasm for building shelters in Spokane in 1961, its period of significance. The shelter is unchanged from its original form and some of its historic furnishings remain in place; its historic integrity is very good. The house appears on the exterior quite similarly to how it looked when the Dwinnell family occupied it; the interior of the house has been updated more than once in the kitchen and bedroom areas.

Statement of Significance

The Cold War era, considered to be the contest between two super-powers, the United States and the Soviet Union, began in 1947 and continued until the dissolution of the Soviet Union in 1991. One of the most intense periods of nuclear arms build-up, positioning, and posturing occurred between 1947 and 1962, followed by a gradual reduction in tensions.¹ Spokane, due to its location; proximity to the Fairchild Air Force Base; and as a railroad transportation hub; was considered to be a target if the Cold War heated up to an actual war. The residents of Spokane were well aware of the Cold War situation and news and probably felt a heightened sense of vulnerability. Residents of Spokane, though, could work together to create public shelters and construct fallout shelters in their own homes.

¹ “Cold War,” Britannica website, <https://www.britannica.com/event/Cold-War>, accessed July 20, 2022.

While the numbers of fallout shelters constructed in Spokane is unknown, the presence of several construction companies that advertised shelter construction services during 1960-1961 suggests that more than a handful of shelters were constructed in the city. The Dwinnell shelter was permitted in October 1961, during a period of few weeks when over two dozen permits were issued.² The Dwinnells had the means, an obvious interest in having their own shelter, and engaged one of the construction firms in Spokane that advertised shelter construction services. The Dwinnell shelter, intact and partially furnished, provides an example of home fallout shelter construction in Spokane during the 1960-1961 period.

Historic Context: Taking Cover in Spokane: Building Residential Fallout Shelters, 1953-1961

Note: Lee O'Connor's *Take Cover, Spokane: A History of Backyard Bunkers, Basement Hideaways, and Public Fallout Shelters of the Cold War* book provides an overview of the construction of residential fallout shelters as well as public ones. This context relies on O'Connor's book; some additional stories in the *Spokesman Review* and *Spokane Chronicle* newspapers have been added to this narrative.³

The Need to "Take Cover" in Spokane

As early as 1950, Spokane was considered to the site of "total destruction" in a nuclear war. Later the term "zone of complete destruction" was used in a Washington State Civil Defense Department report in 1962.⁴ The federal government confirmed this point of view by including Spokane in a list of 271 potential targets of atomic attack in 1951, although this information was restricted until 1953. Residents of Spokane feared direct bomb hits, firestorms, and fallout.⁵

Spokane was a target for several reasons. It was a railroad hub, had over 180,000 residents, and was an important industrial center during World War II. Perhaps more importantly, Spokane was an Air Force town. U.S. Air Force B-36 Peacemaker bombers were stationed at Fairchild Air Force Base from 1951 to 1956, twelve miles from the city. B-52 Stratofortress bombers arrived in 1956 and remained at the base into the 1990s. Spokane was in the midst of nine Air Force ICRM bases from 1960 to 1965. Since these weapons could deliver nuclear weapons to the Soviet Union, many thought Spokane and Fairchild Air Force Base were targets for the Soviets.⁶ Spokane's location heightened fears that planes and missiles would strike from a route over the North Pole. During the 1950s, volunteer civilians assisted the Air Force with "Operation Skywatch," reporting

² O'Connor, p. 62.

³ Lee O'Connor, *Take Cover, Spokane: A History of Backyard Bunkers, Basement Hideaways, and Public Fallout Shelters of the Cold War* (self published 2014; digital edition).

⁴ O'Connor, Figures 4 and 5.

⁵ O'Connor, "Shelter Mania" section addresses all of these fears.

⁶ O'Connor, pp. 4-5.

aircraft flying over the region; the center for accepting and processing this data was located in Spokane, and was known as the Filter Center.⁷

Clyde J. Chaffins, Spokane County Civil Defense Director, introduced the concept of basement shelters for protection from an atomic bomb to Spokane residents in March, 1953. He had witnessed an atomic blast, as well as the protection that underground shelters afforded to those near the blast earlier that month. This interest was short-lived, though, as Spokane County selected evacuation as the preferred strategy for surviving nuclear war.⁸ Many cities developed evacuation plans rather than promote the construction of shelters during the 1950s.

During the late summer 1961 after President Kennedy's "Berlin Crisis" speech of July 25, "shelter mania" took hold in Spokane, as in other parts of the U.S. Kennedy asserted that people who had shelters could be saved in the event of an attack. He outlined a public shelter program and suggested that citizens take steps to protect themselves as well. Spokane residents were receptive to the message. While some wondered about the effectiveness of shelters, Clyde H. Friend, Spokane's Civil Defense director, promoted them in 1961 as "the best single-premium insurance which is possible to buy."⁹



Chester L. Brown, Spokane civil defense communications chief, holds door as his daughters enter fallout shelter at the Brown home, E2213 Twenty-ninth.



Bonita, left, and Michele Brown sit on comfortable bunks surrounded by emergency food supplies, first aid and radio equipment inside the shelter.
Fig. 16. Photos of the Bonita and Michele Brown in the family's fallout shelter.

Chester L. Brown, chief of Spokane's Civil Defense Communications Division, announced in 1958 that he had constructed an underground shelter adjacent to his home at East 2213 29th Avenue. Brown's shelter was 12-feet square, had concrete block walls and a two-foot-thick reinforced concrete roof. Both the two-foot-wide hall, with doors at each end, and the room had air intake and exhaust devices that could be operated by hand. Brown stocked the shelter with food and water to last two weeks (Fig. 16).¹⁰

⁷ O'Connor, p. 72.

⁸ O'Connor, pp. 52-53; Spokane had a practice evacuation.

⁹ O'Connor, p. 4

¹⁰ O'Connor, p. 65.

Spokanites began to read more about and see shelters during the early 1960s. Curtis C. Vandervert allowed the federal Office of Civilian and Defense Mobilization agency and the Spokane Civil Defense program to construct a model shelter in his yard. This structure of reinforced-concrete was approximately 9 by 12 feet¹¹ and 6.5 feet tall. Burt Jessmore, manager of Northwest Contract Builders, noted that he had sold concrete and small shelters, and built Vandervert's model shelter. The National Construction Company also claimed it had built this shelter. Jessmore estimated that there were 25 shelters in Spokane in August 1960.¹² During the summer of 1960, 400 families visited the demonstration shelter; on one Sunday in October 1961, 600 people visited the shelter.¹³

The Spokane civil defense program promoted pamphlets about shelters and the fact that local building supply businesses had materials for constructing them in April 1960. The available pamphlets might have included *Facts About Fallout* (1955), *Facts About Fallout Protection* (1958) and *The Family Fallout Shelter* (1959). The *Facts About Fallout Protection* was featured on several billboards in Spokane to announce its availability. Images from these pamphlets and promotional material projected calmness and suggested do-it-yourself projects (Fig. 17). Yet, the message in *The Family Fallout Shelter* was clear: "No matter where you live, a fallout shelter is necessary insurance." *Fallout Protection: What to Know and Do about Nuclear Attack*, issued at the end of 1961 emphasized do-it-yourself home shelters and provided information on how to furnish them, as well as the community shelter systems.¹⁴



Fig. 17. Promotional material for the 1959 Family Fallout Shelter brochure suggesting that American families could build their own shelters.
Source: <https://miscman.com/product/j606the-family-fallout-shelter/>

¹¹ Jessup described it as having a 8-foot by 8-foot living area.

¹² "Several Build Own; 25 A-Fallout Shelters Estimated in Spokane," *Spokane Chronicle* 15 August 1960, p. 10.

¹³ O'Connor, p. 72;

¹⁴ O'Connor, p. 60; *The Family Fallout Shelter*, p. 19 (quote); Department of Defense, Office of Civil Defense, *Fallout Protection: What to Know and Do about Nuclear Attack* December 1961.

A message from the civil defense program was accompanied by photographs of the Brown daughters in the shelter their father built in 1958 (See Fig.16). Clyde Friend praised shelters as being effective and of reasonable cost; he had a modest and inexpensive one in his basement. A “Build it Yourself” column in the *Spokane Chronicle* included lists of materials need and discussed the best locations. Contractors were encouraged to include shelters in plans for new construction.¹⁵

Dewey Allsop was happy to share the details about the 14-foot by 15-foot concrete shelter that he constructed himself. He felt war was imminent – likely to start in 1963 – so he undertook construction in 1961. A tunnel connected the basement to the shelter and there was an escape hatch in the yard; both had thick concrete slab doors. The shelter was accessed via a door set flush in the yard and steep steps.¹⁶

By mid-1961, the idea of having a home underground shelter was popular. The Spokane City Council voted to waive building permit fees for the construction of shelters. Clyde Friend noted that the Civil Defense Office was fielding many calls about shelters and food supplies. Denton R. Vander Poel noted in a letter to the editor of the *Spokesman-Review* that the interest in building bomb shelters “hit Spokane like a megaton of bricks.”¹⁷ First National Bank advertised “Fallout Shelter Financing” loans in November 1961. The General Store on N. Division St. advertised surplus Government metal bunkbeds ideal for fallout shelters – or the cabin.¹⁸

For those not interested in the do-it-yourself approach, twelve companies in Spokane built shelters between 1960 and 1962. These firms built shelters, sold equipment for them and sold do-it-yourself kits. Survival Construction Inc. was founded in 1960. Others, including Atlas Fallout Shelters, opened their doors in 1961. The firms used reinforced concrete, cement block and steel to build basement units and buried backyard shelters. Residents of Spokane could visit some pre-fabricated shelters. The business of these companies dropped off by the summer of 1962 as it did elsewhere in the country.¹⁹

Concerns about nuclear war and public safety reached another peak during the fall of 1962. A *Spokane Chronicle* article reported that “Civil defense officials say the Cuban blockade, like the Berlin crisis before it, had brought a flood of citizen inquiries about fallout shelters, food rationing, evacuation and emergency planning.” Washington state officials noted that since the Berlin crisis, emphasis had shifted from home shelters to “public havens in large buildings.” Given its location, the state was taking the threats seriously. Washington state was the only one to issue food and gasoline rationing cards to

¹⁵ “Build It Yourself – Shelter Plans Available,” *Spokane Chronicle* 20 April 1960, p. 31; The Family Fallout Shelter, p. 19.

¹⁶ O’Connor, pp. 68-69.

¹⁷ 10 Nov 1961, 4.

¹⁸ O’Connor, p. 74; “CD Office Says Business is Brisk,” *Spokane Chronicle* 2 August 1961 p. 18; “First National Bank Says Yes to Fallout Shelter Financing,” *Spokane Chronicle* 10 Nov 1961, p. 7; The General Store advertisement *Spokane Chronicle* 10 Nov 1961, p. 9;

¹⁹ O’Connor, p. 75

75 percent of its citizens. The state had also conducted an extensive civil defense educational program. State officials noted that it is “impossible to tell how many private shelters were built before the boom fizzled.”²⁰

Lee O’Connor, the historian of Spokane’s private and public shelters, reports that the city Civil Defense Department estimated that Spokaneites built approximately 300 private shelters in their backyards and basements by 1967.²¹ Connor notes that most owners of shelters did not advertise the fact, and only a few shelters are known. Table 1 presents the known shelters in Spokane that O’Connor refers to, plus the Dwinnell shelter.

Table 1. Private Fallout Shelters in Spokane.
Source: O’Connor, *Take Cover Spokane* and this report.

| Address | Owner | Date |
|--|----------------------------|---------|
| 2213 East 29th Avenue | Chester Brown | 1958 |
| 3408 Crestline; neighborhood shelter in basement | Mr. and Mrs. G. R. Johnson | 1953 |
| 4227 N Cedar | Curtis C. Vandervert | 1960 |
| 1128 E Longfellow | Wesley S. Waggoner | By 1960 |
| 105 N Gillis | Dewey Allsop | 1961 |
| Not disclosed | Philip W Amborn | 1961 |
| Not disclosed | Pia Hansen owner in 2005 | n.d. |
| South hill, not disclosed | Shelter visited in 1992 | n.d. |
| 504 W 19 th Street | Leonard and Nota Dwinnell | 1961 |

Family Bomb Shelters: Plenty of How-To Information

During the late 1950s and early 1960s, the U.S. Department of Defense and other entities provided information about the conditions to expect during a nuclear attack, and how to provide shelter for one’s family.

One of the major topics in the brochures intended for the general public was fallout. This was the term used for the after-effects of bombs, and was a collective term for radioactive fallout and fallout radiation. The term *fallout* was used to describe shelters, rather than bomb, as the purpose of these shelters was explained to protect people from fallout after bombs had been used. The unstated premise was that fallout shelter users survived the initial attack and firestorm. The effects of radioactive fallout were left unexplored in a 1959 brochure about shelters, leaving it at “fallout can effect more people than blast and heat in a nuclear attack.”²²

The nature of fallout was explained as a wave, similar to light in *The Family Fallout Shelter* brochure of 1959. Radiation, or fallout, was described as spreading like light, mostly in a straight line. This was why it was important to have a right-angle turn into the

²⁰ “Shelter Stocking Will Start Soon,” *Spokane Chronicle* 1 February 1963 p. 3.

²¹ O’Connor, p. 24.

²² *The Family Fallout Shelter*, p. 18.

entrance to a bomb shelter. If the shelter was in a basement, a wall was to be built parallel to the entrance wall to block radiation's path to the door.²³

Protecting the entrance from direct radiation, ventilation, lighting, and getting radio reception were across-the-board concerns for the various shelter types. Communication via radio with the Civil Defense organization was vital, yet the depth of protective concrete or earth limited reception. The hand-cranked ventilator worked with intake and exhaust pipes to provide air to breath. Batteries and flashlight bulbs were recommended for low-level lighting that could last more than a week. Water, food and sanitation were also of concern.

The Family Fallout Shelter, like later brochures, presented Americans with options for shelters, ranging from simple and somewhat ad-hoc shelters in their basement, shelters constructed in their basements, and a few types of shelters in the yard: buried or partially buried. Families could choose an option that fit their financial situation and anxiety levels. Building shelters as do-it-yourself projects resonated with many property owners who liked to customize their houses. The shelter accessible from the basement, buried in the yard with only ventilation pipes penetrating the surface was the highest-cost option, but there were options on materials and the second means of egress. Hatches in the yard were probably more common than constructing a garage addition to conceal the hatch, as the Dwinnell's chose to do at 504 W. 19th Street.²⁴ The Dwinnell's shelter design is similar to a recommended plan for new construction outside of the house's basement (Fig. 18).

As *Family Shelter Designs* brochure noted, the shelter designs presented to the public were designed to keep costs to a minimum and so that they could be constructed as do-it-yourself projects. The goal was to make all Americans feel that a fallout shelter on their property was within their reach.²⁵

²³ *The Family Fallout Shelter*, p. 16.

²⁴ The designs in the *Family Fallout Shelter* brochure of 1959 are similar to those in the 1962 Department of Defense, Civil Defense department's *Family Shelter Designs* brochure.

²⁵ *Family Shelter Designs*, p. 1.

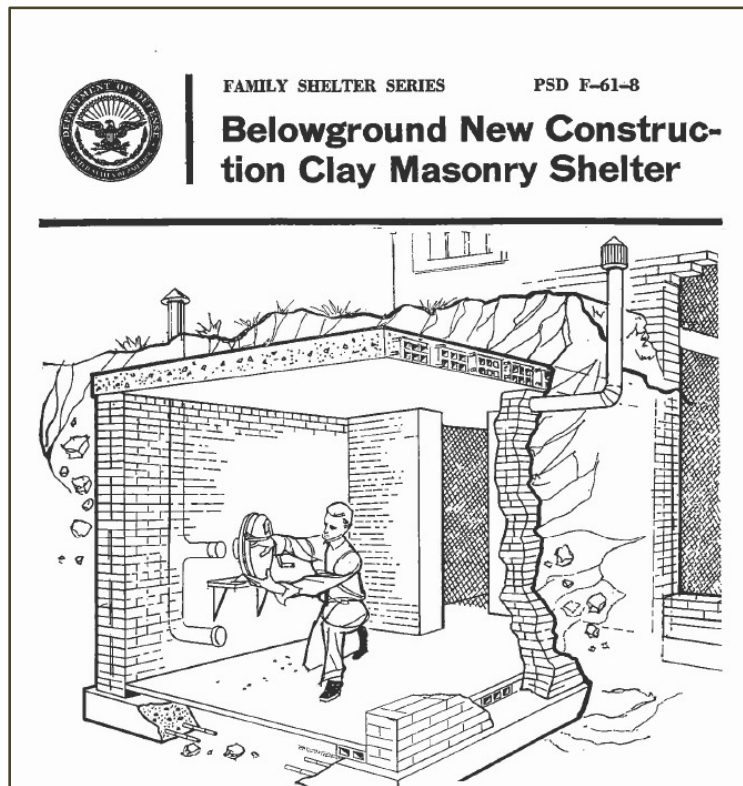


Fig. 18. Plan for a shelter similar to the Dwinnell's one from *Family Shelter Designs* (1962).

A House at 504 W. 19th Avenue

The Minimal Traditional style brick-clad house at 504 W. 19th Street is one of three houses known to have been built by custom home builder Henry G. Manser. Manser's obituary described him as a custom builder active between 1936 and 1946. His projects that were featured in local newspapers are the residence at 1605 S. Rockwood constructed for Mars Davis, which was featured in the *Spokesman Review* as distinctive among the new houses of 1939. Another is the residence he built in 1939 for contractor Fred Backlund at 3417 N. Wellington Place. Manser and the Backlund house were featured in an advertisement for WACO face brick that same year (Fig. 19). Manser states that houses built with brick are more desirable, and have a higher resale value. These three known houses of Manser's share only the use of brick, and he apparently built what others selected or designed.²⁶

²⁶ "Henry G. Manser (Obituary)," *Spokane Chronicle* 10 November 1970, p. 5; "WACO Face Brick" advertisement, *Spokesman Review* 20 August 1939, p. 33; "Among Fine Dwellings in Spokane," *Spokesman Review* 14 January 1940, p. 40; "Backlund's New Home Situated on View Location," *Spokane Chronicle* 25 November, 1939, p. 14;



Figure 19. WACO Face Brick advertisement featuring Henry G. Manser, builder, 1939.

In 1941, Manser applied for the building permit and built the house at 504 W. 19th Avenue with a distinctive clinker brick exterior. While the *Spokesman Review* noted in April 1941 that Henry R. Snow had purchased a lot on W. 19th and planned to build a house, the building permit lists Manser as both owner and builder that same year. It seems likely that as a custom builder, Manser was erecting the house to a design that Henry R. and Elsa Snow selected.²⁷

The house Henry G. Manser built for the Snows conveys the transitional nature of house design under the broad category of Minimal Traditional of the late-1930s and early 1940s, before World War II limited the construction of most residences. It has the one-and-one-half story height of many bungalows, but its steep hip roof and lack of a front porch sets it apart from bungalows. On the other hand, the clinker

brick of the exterior links it to a craftsman aesthetic and avoids references to the emerging Colonial Revival and cottage forms common in the 1940s under the umbrella of Minimal Traditional house design. The plainer interior finishing, without the wood trim and built-ins of bungalows also set it apart from earlier houses in Spokane that featured extensive interior woodwork.

Henry and Elsa Snow were approaching retirement age when they lived at 504. While there was a basement and space that could be finished under the hip roof, there were three bedrooms on the main floor and the Snows may have mainly used that floor. Henry was still owner and manager of a wholesale and retail auto parts businesses at age 59 in 1950; Elsa was two years older. They lived in the house for approximately ten years.²⁸

During the early 1950s, Charles E. and Florence McIntyre lived in the house. Florence Daggett had moved to Spokane during WW II and the couple married in 1947. While

²⁷ "Most Active in Two Years," *Spokesman Review* 13 April, 1941, p. 40; Spokane Building Permit (date illegible), lists Manser as owner and builder of the house at 504 W 19th Avenue. Aubrey Forsythe was identified the architect for the project that Maser built for Fred Backlund, "Backlund's New Home," but not for the Mars Davis project.

²⁸ Federal population census, 1950, Ancestry.com; *Spokane City Directory*, 1942-1949.

living at 504, Florence McIntyre was a civilian volunteer at the Filter Center where aircraft flight information was aggregated as part of Operation Skywatch.²⁹

Dr. Leonard and Nota Dwinnell married in Minnesota where Leonard grew up and attended St. Olaf College. Dr. Dwinnell served as a military doctor during World War II and then returned to Minnesota to practice. During the late 1940s and early 1950s, Dr. Dwinnell was a physician and surgeon in Fergus Falls, Minnesota and during 1952 had a fellowship at the Mayo Clinic, Rochester, MN.³⁰

The Dwinneells moved to Spokane in 1953 and Dr. Dwinnell opened an office as an orthopedic surgeon in the Paulsen building as an associate of Dr. George T. Wallace. The Dwinnell family lived briefly on E. 23th Avenue and then purchased 504 and lived there for many years. Their daughter Barbara completed her school years in Spokane and was married in 1966. Nota Dwinnell made a name for herself on the Spokane Country Club golf course. In 1961 she won the Chairman's Cup women's golf tournament at the Spokane Country Club. The Dwinneells are thought to have established an orchard on their property of various fruit trees. Dr. Dwinnell retired from his medical practice in 1979.³¹

The Dwinneells Construct a Fallout Shelter

In 1961 the Dwinneells decided to construct a bomb shelter on their property. They turned to National Construction Co. in Spokane, which advertised its bomb shelter building business in the *Spokane Chronicle* during September 1961 (Fig. 20). The National Construction Company, one of a handful of companies that built shelters, advertised that it had built the model shelter on the Vandervert property and did not require a down payment.³²

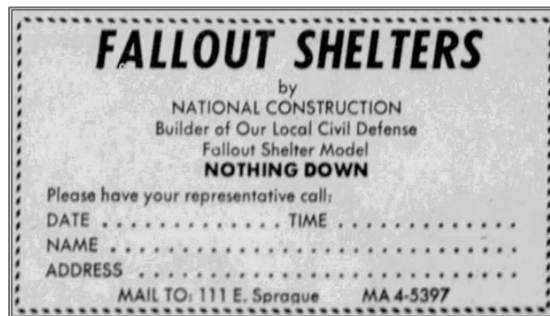
The building permit for the shelter of October 1961 (Fig. 21) states the cost as \$3,450. It was described as a "standard O.C.D. shelter S.O. 5" – referring to the Office of Civil Defense. At the same time, the Dwinneells doubled the size of their garage with an area described as "boat storage." This addition concealed the second exit point for the shelter through a hatch. With a cost of \$2,800 for the garage, the shelter and garage addition combined to be a major construction project.

²⁹ "Married Here," *Spokesman Review* 23 February, 1947, p. 46; *Spokane City Directory*, 1950, 1953; "Major Checks Filter Center," *Spokesman Chronicle* 28 September 1950, p. 11.

³⁰ "Dr. Leonard Dwinnell" obituary, *Spokesman Review* 12 March 1993, p. 50; "New Surgeon," *Spokesman Review* 4 October, 1953, p. 11.

³¹ Dr. Leonard Dwinnell" obituary; "New Surgeon." Nota Dwinnell's participation in golfing tournaments is well documented in the Spokane newspapers; "Mrs. Dwinnell Wins Chairman's," *Spokesman Review* 13 August 1961, p. 24.

³² Advertisement, *Spokane Chronicle* 4 September 1961, p. 9.



| BUILDING DIVISION | | | |
|-------------------|-------------------------|-------------------------|---------------|
| Number | W 504 | Street | 19th |
| Zone | R1 | Date | 10-11-61 |
| Owner | L. A. Dwinnell | Permit No. | B 52389 |
| Builder | National Construction | Address | W 504 -19th |
| Architect | | Address | E 111 Sprague |
| Group | I | Type | V |
| Class of Work | Admn | Value | \$ 3,450.00 |
| Frame | | Fall-out Shelter | |
| Use | Single Family Residence | Standard O.C.D. Shelter | |
| | | S.O. | 5 |
| Final O.K. | | Inspector | |

Figs. 20 and 21. Advertisement, *Spokane Chronicle* 4 September 1961, p. 9; 1961 Building Permit for "Fall-out Shelter."
Source: Pre 1993 Permit Archive; <https://my.spokanecity.org/permits/archive/>

Given the relative secrecy surrounding the construction of fallout shelters on residential properties, we can only assume that the shelter was built during the late fall of 1961; there was no announcement that it was completed. In later years, friends of owners of the property knew about the fallout shelter. The Dwinnell's daughter and granddaughter visited the house during the 2010s, and made sure to see the shelter.³³

³³ Sheryl and Thomas Piskel, conversation with the author, May, 2022.

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Spokane Building Permit B 52389, October 11, 1961, for a fallout shelter at 504 W 19th Avenue

Spokane Building Permit B 52390, October 11, 1961, for an addition to the garage at 504 W 19th Avenue

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Federal population census, 1950, Robert H. and Elsa Snow, ancestry.com.

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“Build It Yourself – Shelter Plans Available,” *Spokane Chronicle* 20 April 1960, p. 31.

“CD Office Says Business is Brisk,” *Spokane Chronicle* 2 August 1961 p. 18;

“First National Bank Says Yes to Fallout Shelter Financing,” *Spokane Chronicle* 10 Nov 1961, p. 7.

The General Store advertisement *Spokane Chronicle* 10 Nov 1961, p. 9.

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“New Surgeon,” *Spokesman Review* 4 October, 1953, p. 11.

“Mrs. Dwinnell Wins Chairman’s,” *Spokesman Review* 13 August 1961, p. 24.

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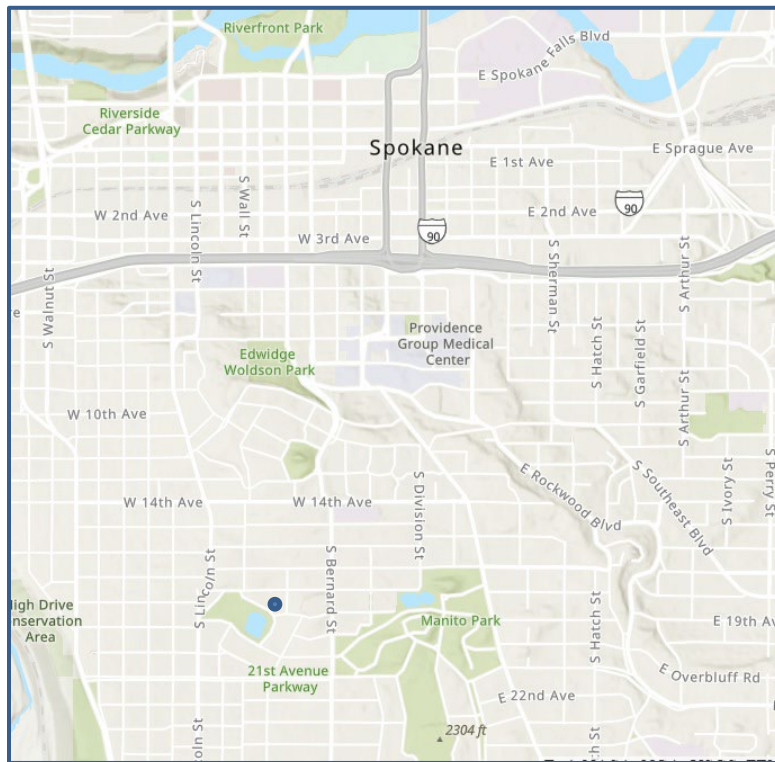


Fig. 10. Spokane County SCOUT map indicating 504 S. 19th Avenue. Source: <https://cp.spokanecounty.org/scout/map>



Figure 11. 1950 Sanborn Map, Vol 4, Sheet 602, with 504 W. 19th Avenue outlined.



Agenda Sheet for City Council Meeting of:
09/12/2022

| | |
|-----------------------|---------------|
| Date Rec'd | 8/24/2022 |
| Clerk's File # | OPR 2022-0624 |
| Renews # | |

| | | | |
|---------------------------|--|----------------------|--|
| Submitting Dept | HISTORIC PRESERVATION | Cross Ref # | |
| Contact Name/Phone | MEGAN DUVALL X6543 | Project # | |
| Contact E-Mail | MDUVALL@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Contract Item | Requisition # | |
| Agenda Item Name | 0470 - BALLARD HOUSE NOMINATION TO THE REGISTER OF HISTORIC PLACES | | |

Agenda Wording

Recommendation to list the William & Ina Ballard House, 2624 N Wall St, 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 William & Ina Ballard 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 | \$ | # |

| | | | |
|------------------------------------|-------------------|-------------------------------------|--|
| <u>Approvals</u> | | <u>Council Notifications</u> | |
| <u>Dept Head</u> | DUVALL, MEGAN | <u>Study Session\Other</u> | |
| <u>Division Director</u> | MACDONALD, STEVEN | <u>Council Sponsor</u> | |
| <u>Finance</u> | ORLOB, KIMBERLY | <u>Distribution List</u> | |
| <u>Legal</u> | PICCOLO, MIKE | mduvall@spokanecity.org | |
| <u>For the Mayor</u> | PERKINS, JOHNNIE | smacdonald@spokanecity.org | |
| <u>Additional Approvals</u> | | rbenzie@spokanecity.org | |
| <u>Purchasing</u> | | lcamporeale@spokanecity.org | |
| | | | |
| | | | |
| | | | |

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

William & Ina Ballard House – 2624 North Wall Street

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 1917; the William J and Ina Ballard 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, E).**
 - The Ballard 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 as well as for its association with William J Ballard, founder of the Ballard Plannery.
 - Architecturally significant, the Ballard House is eligible for listing on the Spokane Register of Historic Places under Category C as a good example of an Arts & Crafts house with Craftsman bungalow aesthetics.
 - Craftsman features at the Ballard House include the home's ground-hugging form with heavy cobblestone and clinker brick in a "peanut brittle" masonry style. The house has classic Craftsman features such as a shallow pitched gable roof, a deep front porch supported by massive brick piers, widely overhanging eaves with exposed rafter tails, , original wood windows, and a massive front door with vertical oak panels and a thick dentil shelf.
 - The interior of the Ballard House boasts Circassian walnut trim and built-in furniture including the dining room buffet and colonnade separating the living room and dining room. A plate rail tops the tall wainscotting in the dining room and original oak floors remain.
 - Ballard Plannery founder and architect, William J Ballard had the house constructed for his own family. The Ballards lived there from 1917 until 1920 when they returned to California. Ballard purchased the entire block on which the Ballard House sits with plans to develop all of the parcels. In reality, he only built the Ballard House at 2624 N Wall and the house to the immediate north, 2628 N Wall.
 - The Ballard Plannery was founded in 1908 and hundreds of homes in Spokane were built using the ready-made plans. Ballard was also responsible for designing several larger apartment houses and hotels in Spokane, as well as the "Ballard Barn and Silo."
 - The William J and Ina Ballard House retains very good integrity and is in excellent condition. Changes have been made to the siding (from horizontal wood clapboard to shingle) and the roof which is now metal.
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 Ballard House is well-preserved and is architecturally significant as a very good example of the Arts and Crafts house form with Craftsman bungalow detailing. Its significance includes the association with architect, William J Ballard and the Ballard Plannery.
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 William & Ina Ballard House according to the appropriate criteria at a public hearing on 8/17/22 and recommends that the William & Ina Ballard House be listed on the Spokane Register of Historic Places under Category C.

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:

CENTRAL ADD L12 B13

Parcel Number(s) 35071.2812, is governed by a Management Agreement between the City of Spokane and the Owner(s), Emily Moser & Jason Gass, 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: _____

City Clerk No. _____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **17th** day of **August 2022**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Emily Moser & Jason Gass** (hereinafter "Owner(s)"), the owner of the property located at **2624 North Wall Street** commonly known as the **William & Ina Ballard 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. Duvall

Nadine Woodward

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF Washington)
County of Spokane) ss.

On this 17th day of August, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Dason Gass, 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 17th day of August, 2022.



[Signature]
Notary Public in and for the State
of Washington, residing at Spokane
My commission expires 02-18-2023

STATE OF WASHINGTON)
County of Spokane) ss.

On this _____ day of _____, 2022, 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 _____, 2022.

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: William and Ina Ballard House

And/Or Common Name: N/A

2. Location

Street & Number: 2624 North Wall Street

City, State, Zip Code: Spokane, WA 99205

Parcel Number: 35071.2812

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 checked="" type="checkbox"/> yes, restricted | <input type="checkbox"/> government | <input type="checkbox"/> scientific |
| | <input type="checkbox"/> being considered | <input 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: Emily Moser & Jason Gass

Street & Number: 2624 North Wall Street

City, State, Zip Code: Spokane, WA 99205

Telephone Number/E-mail: 901-361-5827; gass_jason@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: Historic Property Report

Date: Sept 13, 2016 ☐ Federal ☒ State ☐ County ☐ Local

Depository for Survey Records: Spokane Historic Preservation Office

7. Description

Architectural Classification

Condition

Check One

☒ excellent

☐ unaltered

☐ good

☒ altered

☐ fair

☐ deteriorated

Check One

☐ ruins

☒ original site

☐ unexposed

☐ 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: 0.16

Verbal Boundary Description: West: Wall St; East: Wall + Howard Alley; North: Parcel #35071.2813; South: Parcel #35071.2811

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

11. Form Prepared By

Name and Title: Jason Gass, Homeowner

Organization: N/A

Street, City, State, Zip Code: 2624 North Wall Street, Spokane, WA 99205

Telephone Number: 901-361-5827

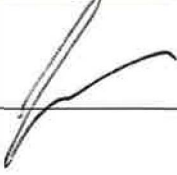
E-mail Address: gass_jason@yahoo.com

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: 8/17/22

Landmarks Commission decision: approved

Date of City Council hearing: _____

City Council decision: _____

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



8/23/22

Megan Duvall

Date

City/County Historic Preservation Officer

City/County Historic Preservation Office

Third Floor – City Hall

808 W. Spokane Falls Blvd.

Spokane, WA 99201

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

SUMMARY STATEMENT

Planned in 1916 and finished in 1917¹, this shining example of a Ballard Plannery bungalow is significant for both its architecture and for its association with William J. Ballard - one of Spokane's prominent turn-of-the-century home designers. W.J. Ballard designed this house in the California Bungalow style and it was copyrighted once drawn. When construction began in 1917, it became the first house in Ballard's planned north side residential development. The house's first occupants were W.J. Ballard and his family: his wife Ina, daughter Laura, and sons Gilbert and Earl. The most significant features of the house are the smooth-surfaced river rock foundation and the peanut brittle masonry, both most prominently shown at the base of the front porch.

DESCRIPTION OF PROPERTY

Exterior

This residence is a 1-story wood frame building with a semi-rectangular plan. It has a front-gabled roof, with a smaller gable extending over the front porch to the west, and a large dormer to the south. The roof has a very shallow pitch and has widely overhanging eaves with exposed rafter tails, exposed purlins in the gables, and fascia boards. It is covered with standing seam metal roofing. A full-height, exterior masonry chimney penetrates the eave at

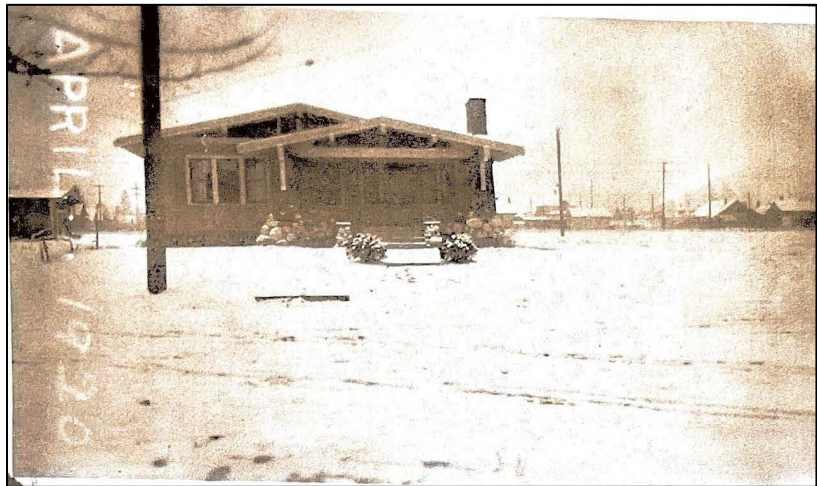


Figure 1 - Picture of Ballard House taken by Laura Ballard (April 1920)



Figure 2 - Front Tripartite Craftsman Window (current)

the peak of the south-facing dormer. The foundation is a combination of both poured concrete with a fairly heavy aggregate and river rock.

A wide front porch canopy is offset to the right side (south end) of the front façade. Like the house, the gabled porch roof has an extremely shallow pitch and features exposed rafter tails and purlins. The canopy is supported by massive brick piers. The porch deck is covered with square red tiles, and bordered by masonry half walls. Exterior wall surfaces are clad with clinker brick and mortared cobbles, creating an effect that is often called "peanut brittle." This

¹ Spokane Building Permit #46967, dated October 30, 1917

appearance is achieved by combining clinker brick with cobblestones. In the Ballard House, the cobbles are not uniform but a combination of various sizes, from small cobblestones to boulders.



Figure 3: The impressive front door of the Ballard House

Most but not all of the cobbles are granite. In this case, the cobblestones form the foundation and the base of the walls. They graduate in size from larger stones to smaller as the rocks ascend from the foundation. Gradually the bricks predominate, with only occasional stones, rising until the wall becomes exclusively brick. At the bottom the cobbles are randomly placed, sprawling out from the bottom of the walls, simulating a natural appearance. Most of the peanut brittle masonry is employed in the front porch piers and half walls of the front porch and in the massive exterior chimney. Other exterior wall surfaces of the house are clad with wood shingles of varying size and shape.

Windows are wood sash and include both double-hung and fixed picture types. Beneath the front porch canopy is a tripartite Craftsman window, with a picture window topped with a transom and flanked by double-hung units. Towards the rear of the south elevation, beyond the exterior chimney is a short, gabled extension with a bank of glass window blocks (part of a later kitchen remodel).

A feature of the home is the front door, which is located on the west-facing façade and features vertical oak panels. Three multi-paned vertical, rectangular windows in the upper third section are separated by two wide mullions. A thick dentil shelf separates the windows from the bottom two-thirds of the door and acts as a unique accent with a boost to curb appeal.

Interior

The front door opens to a large and spacious living room. This room features Circassian walnut trim, baseboard, crown molding, and fireplace mantel with oak flooring. Under the mantel is a brick-lined fireplace that has been painted. On either side of the fireplace are two double-paned windows with aforementioned trim. The interior pane of each window opens inward on brass hinges and locks with a sliding brass lock. Each window includes an oblong brass knob handle. The main source of natural light within the room comes from the large, rectangular picture-window adorned on either side by vertical double-hung windows. Directly above the picture window is a slender, horizontal transom window with unique mullion design. In all, the west-facing window setup is roughly 10' x 5' with accompanying storm windows.

The formal living room melds eastward into the formal dining room, separated by a colonnade of two Circassian walnut built-in bookcases on either side of the opening between rooms. The dining room features a large built-in hutch with four cabinets on the upper third and two cabinets accompanying five drawers on the lower third. The center third is open shelving with a large mirror centralized on the hutch. Craftsman wainscoting adorns the walls of the dining room to a vertical height of 5 1/2 feet culminating in a plate rail which runs on top of the wainscoting. The oak floors of the dining room run in congruence with the floors of the adjacent living room.

Beyond the living and dining rooms, in the south-east portion of the Ballard home, is the kitchen (remodeled in the 2000s). To the north of the kitchen sits the breakfast nook/family room, featuring

a built-in desk with folding enclosure. The floor in the kitchen is fir and the floor in the breakfast nook is maple.

There are two dedicated bedrooms in the Ballard House which include maple floors and large, original double-hung windows. The main bedroom is located on the north side of the house (remodeled in 2000s) and features three double-hung windows with white enamel molding and window trim. The second bedroom is at the front of the house to the west of the main bedroom, directly off of the living room, and features five double-hung vertical windows spanning the west and north façade. The trim and molding is the same as the main bedroom.

The bathroom consists of tiled walls with entirely hand-cut tile floors (remodeled with era-appropriate materials). The standing, enclosed tile shower contains built-in shelving and is located across from a pedestal sink. The bathroom features built-in storage with decorative glass doors on the top and solid wood doors on the bottom.

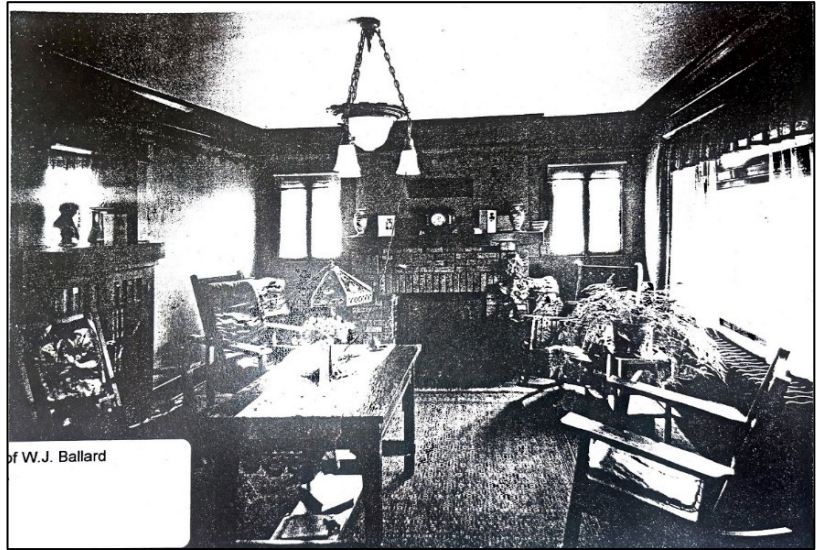


Figure 4 - Formal Living Room (c. 1920)



Figure 5 - Formal Living Room (2022)

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

The house was originally built with horizontal wood siding. An update in the 2000s gave the exterior its current look featuring wood shingles and metal roof. The bathroom and kitchen were updated within the same time period. An article in the May 5, 1917 edition of the Spokane Chronicle wrote about construction of the Ballard House and the surrounding development with the following caption:

...Work has already commenced on the first [house in the development] which will be a seven-room modern dwelling all on one floor. 'It will be up-to-date in all its arrangements and finishings,' said Mr. Ballard today. 'Heat will be furnished

by the hot water system, there will be a pretty breakfast room and the finishing of the house will be in Circassian walnut. The cost will be about \$3,200.²



Figure 6 - Spokane Chronicle Article (May 5, 1917)

In the 2000s, updates were completed to the kitchen, roof, bathroom, electrical system, and exterior.³ The kitchen features stone countertops with maple cabinetry and a large farmhouse sink. The bathroom was updated to include blue and white tiling. The tub was removed, and a stand-up shower enclosure was erected, also entirely in tile. Built-in cabinets were retained.

The roof was updated from original shingle to metal. The roof still retains the original low-profile characteristic prominent in California Bungalow style. Around this same time, cedar shingle siding was added to the exterior of the Ballard House.

In the early 2020s, Jason Gass and Emily Moser removed the forced water heating system that was original to the house and installed forced air with air conditioning and furnace. These owners also finished the southern half of the basement into an open living area.

CURRENT APPEARANCE & CONDITION

Significant as an example of a Ballard Plannery residence, this craftsman house rests on a granite cobblestone and concrete foundation with a three-quarter basement and has been fitted with a metal roof featuring the same pitch as originally designed. The broad, low-pitched roof is a characteristic of the California Craftsman Bungalow style which is echoed by the porch roof (also now metal). The low, brick piers which rest on the closed brick railing embellish the partial-width front porch. The exposed rafter ends and decorative roof braces add detail, as do the tripartite windows. The one-story building has a gable roof with two gabled dormers on the south elevation. In the early 2000s, cedar shingle siding was added to the exterior which was originally clad in clapboard siding.⁴ The most remarkable feature of the Ballard House is the combination of smooth round river rock and clinker brick in a "peanut brittle" masonry style. The addition of these elements anchors the house to the ground and provides a feeling of the house being sprung from nature. The original windows are intact.

² Unknown. "Work Is Started on Bungalows of Plannery Firm." *Spokane Chronicle*, 5 May 1917.

³ Spokane Building Permit #B0000640, dated July 26, 2000.

⁴ Spokane Building Permit #B0307183, dated January 12, 2004

Even with the modifications, the Ballard House retains excellent interior and exterior architectural integrity and retains its original location, Craftsman-style design, materials, workmanship, and association as a single-family home built in the early 20th century in Spokane by a prominent and local architect, William James Ballard.



Figure 7 - 2022 view of the west facade

William, Ina, and Laura Ballard House

| | |
|--------------------------------|---|
| Areas of Significance: | Residential Development, Architecture |
| Period of Significance: | 1917-1920 |
| Architect: | William J. Ballard |
| Builder: | H. Vinge (<i>Spokane Chronicle</i> - May 31, 1916) |

SUMMARY STATEMENT

William J. Ballard was founder and owner of the Ballard Plannery, a significant contributor to Spokane's early residential development. Ballard designed the house at 2624 N Wall Street in 1917 and he lived there from 1918 to 1920 along with his wife, Ina, and his daughter, Laura (b. 1900) and sons Gilbert (b. 1904), and Earl (b. 1917). Not just a designer of residential houses around the Spokane area, Ballard also contributed to Spokane's development by originating the Ballard Barn and Silo as well as designing numerous buildings and apartments in Spokane. Ballard's wife, Ina, was the daughter of Gilbert Lewis Chamberlin, the founder and owner of the Chamberlin Real Estate and Improvement Company – a prominent and historically-important home-builder in early Spokane. Ballard was employed as the company architect at the Chamberlin Real Estate & Improvement Company before founding the Ballard Plannery in 1908. The Ballard House is eligible for the Spokane Register of Historic Places under Category C both for its architectural significance as well as its association with William J. Ballard of the Ballard Plannery. The period of significance extends from the date of construction, 1917 to 1920 when the Ballards returned to California.

STATEMENT OF SIGNIFICANCE

The Ballard House is eligible for placement on the Spokane Register of Historic Places under Category C, architecture. The house was designed in the "California Bungalow" style and was equipped with modern and up-to-date features like built-in cabinetry, heating system, full cement basement, and handsome architectural details. It is also eligible under Category C, as an example of a house associated with William J. Ballard, architect of the Ballard Plannery, one of the most prominent house designers in early Spokane.

HISTORIC CONTEXT

*Corbin Park and the Central Addition*⁵⁶

Located two miles north of downtown Spokane, Corbin Park is designated as one of only five local historic districts and one of seventeen National Register of Historic Places listed historic districts in Spokane County. It currently stands as a half-mile rectangular City park, but it was originally the city's first fairgrounds with a central racetrack. From 1887 to 1890, the land featured horseraces and fairs. The races continued until 1899, when the owner of the land, D.C. Corbin, razed the grandstands and platted 16 city blocks for residential development. Corbin gave the land in the center of the lots to the Mayor of Spokane for one dollar. In 1909, the city contracted with the famed Olmsted Brothers to design a park for the land. The Olmsted's left the city with a design that

⁵ Unknown. "Historic Districts of Spokane." *Historic Spokane*, Historic Preservation Office, <https://properties.historicspokane.org/>.

⁶ Tracy L. Rebstock, "Corbin Park," *Spokane Historical*, accessed June 29, 2022, <https://spokanehistorical.org/items/show/104>.

included trees, a rose garden, a mirror pond, and planting suggestions. They also left recommendations and locations for play equipment for children. The city never fully realized the plans, opting for lawns which are easier and cheaper to maintain. Homes within the neighborhood district include a variety of styles such as Queen Anne, Tudor Revival, American Foursquare, and Bungalows.

The developer and architect of the Ballard House, William J. Ballard, was attracted to the expanding residential development near Corbin Park. He purchased an entire block of developable residential lots just outside of the Corbin Park Addition, but only 2.5 blocks south of the park. The block he purchased was bounded by Wall Street, Buckeye Avenue, Howard Street and York Street. He began construction on the project in 1917 and moved into the first house after it was completed. It appears that Ballard only ended up developing two homes on the block – 2628 and 2624 North Wall. Two additional homes (2614 and 2608 N Wall) were developed by Kaleb Anderson and R H Klopfer built 2618 N Wall. No additional information could be found as to why the proposed development failed, but it is known that Ballard moved his family back to California ca. 1920 and never returned to Spokane as a resident.

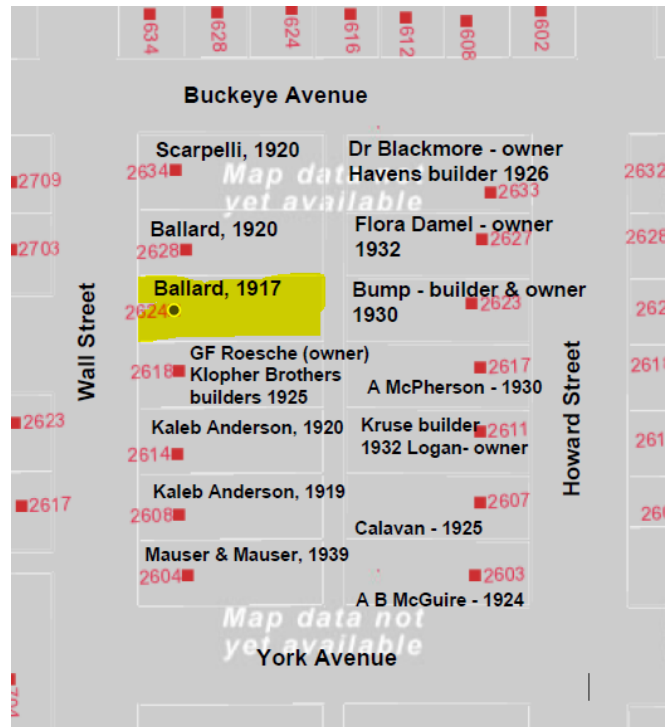


Figure 8 - The block which was purchased by Ballard where he planned to develop all lots. He only developed the house at 2624 and 2628 N Wall.



Figure 9: Spokane Chronicle May 31, 1916

| DEPARTMENT OF PUBLIC WORKS BUILDING DIVISION | | | | | |
|---|-------------|---------------|-------------|-------------|---------------------|
| Permit No. | 12185 | | | | |
| Number | N 2628 | Street | Wall | | 5-21 19 20 |
| Owner | W J Ballard | | Address | N 2624 Wall | |
| Builder | | | Address | | |
| Architect | | | Address | | |
| Class of Building | H | Class of Work | New | Purpose | Res Value \$ 6,000. |
| Permit Expires | 10 | | Extended to | 10 | |
| Inspected by (Initials and Date) | | | | | |
| | | | | | |
| | | | | | |
| Final Inspection | 10 | | Rating | | |

Figure 10 – Building permit showing that the house next north was also built by Ballard.

William J. Ballard⁷

William James Ballard was born in Plainfield, IL on November 4, 1870. He moved to Los Angeles in 1885 at the age of 15 while amidst a bout with tuberculosis. In a remembrance by his grandson, Russell Hobbs (Laura's son), Ballard said that he "came out west to die." After surviving the disease, William moved to Tropic, California (now Glendale) to run a fruit-drying camp in the early 1890s. It was there that he met his future wife, Ina Chamberlin. William Ballard married Ina Chamberlin in Los Angeles on September 26, 1895. Ballard and his wife moved to Spokane around 1902 (their daughter, Laura, was born in California in 1900) and William was listed as both a "clerk" and "building superintendent" in the 1903 and 1904-5 City Directories. In Spokane, William worked for Ina's father and brother, Gilbert and Ernest Chamberlin at the Chamberlin Real Estate and Improvement Company who had expanded their company to Spokane in 1899. He was noted as the "company architect" for the Chamberlin Company. The Ballards returned to California around 1906. In 1908, William and Ina returned to Spokane for his work as an architect for the

Western Retail Lumber Dealer's Association according to Durham and the article on this page. During that time, Ballard secured offices in downtown Spokane and founded the Ballard Plannery. His wife, Ina, served as the secretary and treasurer of the Ballard Plannery. In 1910-11, he published a book filled with house plans called *The Modern Bungalow* in which he advertised plans for sale to construct a wide variety of houses and buildings. He used his connections with the Lumber Dealer's Association to offer the necessary materials for his plans which could be cut and delivered at spec to whichever builder was hired to implement the home design. Ballard left his mark by designing hundreds of homes, buildings, and apartments around the burgeoning city. He and Ina moved back to Los Angeles (ca. 1920), where he would continue to design

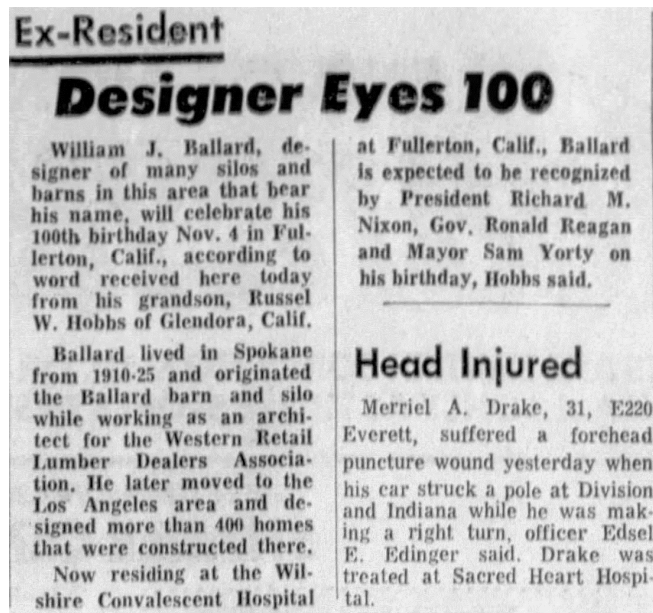


Figure 11: Spokesman Review article October 27, 1970

nearly 400 homes in California and opened a furniture mill. When he turned 100 years old, Ballard was recognized by President Richard Nixon and California Governor Ronald Reagan. William James Ballard died at age 101 on November 19, 1971 in Fullerton, California.

There is some controversy about whether or not William Ballard ever studied architecture. Unfortunately, the Durham *"History of the City of Spokane and Spokane County, Volume 2"* states that Ballard gained an education in architecture from the University of California at Berkeley followed by studies at the Throop Institute in Pasadena, California (now known as California Institute of Technology). This information has then been repeated many times in nominations for the Spokane Register of Historic Places. There is no evidence that Ballard attended any school after his second year of high school. He self-reported in the 1940 Census that he had completed "H2" meaning that was the last grade of school he had finished. Searches in both universities in California

⁷ Hobbs, Russell. "The Ballard, Chamberlin, and Hobbs Genealogy." 5 Nov. 2005.

never indicated that he was ever enrolled as a student in either school. When he received his architecture license in California in 1921 at the age of 51, his grandson, Russell Hobbs, reported in his memoir that, "I recall he told of studying night after night such subjects as trigonometry. (I understand he had no formal education past grade school.)" This information does not diminish the accomplishment of Ballard, rather, it shows a young "every" man who thought he was bound to die at the age of 15; didn't die; worked in the fruit industry in California; took an opportunity with his father-in-law in Spokane to try something new; excelled at building design; created a career for himself and left a lasting legacy.

William Ballard's impact on Spokane was great. He founded an architectural firm that employed many people. He designed and built hundreds of houses, apartments, and other buildings in Spokane and Eastern Washington. He was an active member of the Chamber of Commerce and was known to be a philanthropic member of society. As a tribute to his professional accomplishments, Ballard was regaled for his contributions which:

...had a direct result upon Spokane's welfare and improvement. While he has contributed largely to the attractive appearance of the city, he has also been the architect of his own fortune...He has ever been imbued with the laudable ambition of making his work equal if not excel that of other architects, and in designing and building has made a close study of the substantial qualities, conveniences, and decorative effects. No stronger testimony of his skill and ability in this direction can be given than is to be found in his work which is seen throughout Spokane and Eastern Washington.⁸

Ballard Plannery Northside Bungalow Development

From approximately 1907 – 1920, W.J. Ballard and his architectural firm, Ballard Plannery, designed hundreds of houses, apartments, and other buildings around Spokane. Historic neighborhoods are abundant with Ballard Plannery designs, including West Central, Corbin Park, and Cannon Hill, among others. Ballard is credited with building the Merriman Block, Wilson Apartments, and the Empire Hotel.⁹

In the spring of 1916, William J. Ballard, President of the Ballard Plannery Company, purchased an entire block of Central Addition to Spokane bounded by Howard, Buckeye, Wall, and York (formerly Marietta). Ballard was an architect but he was also a property developer who planned to build as many as fourteen residences on his newly acquired lots. He intended to kick off his development by building a few



Figure 12: Spokesman Review ad, June 14, 1908

⁸ Durham, N.W. *History of the City of Spokane and Spokane County, Vol 2*. Spokane: Clarke Publishing, 1912, p.608.

⁹ Pettit, Stephanie. "Landmarks: Chamberlin House." Spokesman-Review, 19 July 2017.

houses from his own plans and then offering custom designs for later builds. A newspaper offering about the project stated:

Every house will be of a strictly California type, built for a northern climate...All well-known and some new built-in features will be included in the construction. Roofs will be of the flat type, which have given so much popularity to the California houses. They will be built to resist a weight equivalent to two feet of water and with a manufacturer's guarantee for 10 years, although good for 50 years. Landscape and other lawn effects will be provided in accordance with the tastes of the purchasers.¹⁰

Ballard also assured that the plans to be used for these houses would not be sold or used for other projects by way of copyright.

Ballard intended to begin construction during the summer of that year, 1916. However, it appears he was delayed until spring of 1917 when he was issued building permits for the first house in his new development, the Ballard House at North 2426 Wall Street. Permits were first issued in March and it appears work was finished in late fall of 1917. The Ballard Family, including William, his wife Ina, and their daughter Laura and sons Gilbert and Earl moved into the house where they resided for only two years. In September of 1920, the Ballards sold the house to Joseph H. Brady¹¹ and the family relocated to California. It does not appear Ballard's plan of developing the entire northside neighborhood came to fruition through his company, although other builders did complete the block by the mid-1930s.

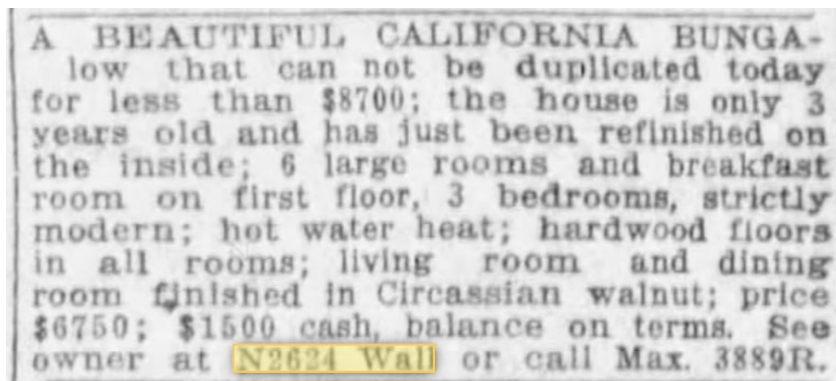


Figure 13 – *Spokesman Review*, September 2, 1920. The Ballard House is for sale.

Chamberlin Real Estate and Improvement Company⁹

Ernest Chamberlin (Ballard's brother-in-law) moved to Spokane from California in 1899 and founded a real estate company, which, in 1904 and in coordination with his father, Gilbert Lewis, evolved into the Chamberlin Real Estate and Improvement Company. The premise behind this company was to promote the concept of buying homes on the installment plan and providing loans to help hundreds of people do just that. Chamberlin's company is credited with building over 400 homes in Spokane between 1900 and 1915. The Company also delved into building apartment houses and other businesses throughout the years. Most of the construction was in the West Central neighborhood with 68 properties developed by the Chamberlin Company (some with a Ballard

¹⁰ Unknown. "To Fill Lots With Fine Bungalows." *Spokane Chronicle*, 23 Apr. 1916.

¹¹ Warranty Deed, signed Sept. 30, 1920 and filed Oct. 3, 1923

association) according to the National Register District Nomination for the Nettleton's Addition. William Ballard designed and constructed housing for both his brother-in-law and his father-in-law and their respective wives.

Ownership History After the Ballards

As noted earlier, Joseph Brady purchased the home in 1920. Sadly, he died suddenly on June 10, 1922 after mowing the lawn (see article). Desla S. Bennion and his wife, Edna, purchased the home on October 28, 1923. Mr. Bennion rose to the position of President/Manager of the Northern Paper Stock Company, based in Spokane. In 1931 the house was purchased by prominent dentist Charles W. Johnson, who married his wife, June, in 1939. Mr. Johnson died in 1942, leaving the house with June. Mrs. Johnson lived in the house until 1989, working various jobs, including millworker, glazier, and cabinet maker. The house went vacant for a year and, in 1991, it was purchased by Mike T. Mohondro, a manager at Fred's Appliance, and his wife Sheila. In 2001, William Oleaga bought the house and, in the early 2000s, updated the home. This is probably when the present wood shingle siding was applied. In 2022, the house is owned by Jason Gass and Emily Moser.



Figure 14: Spokane Chronicle, June 12, 1922

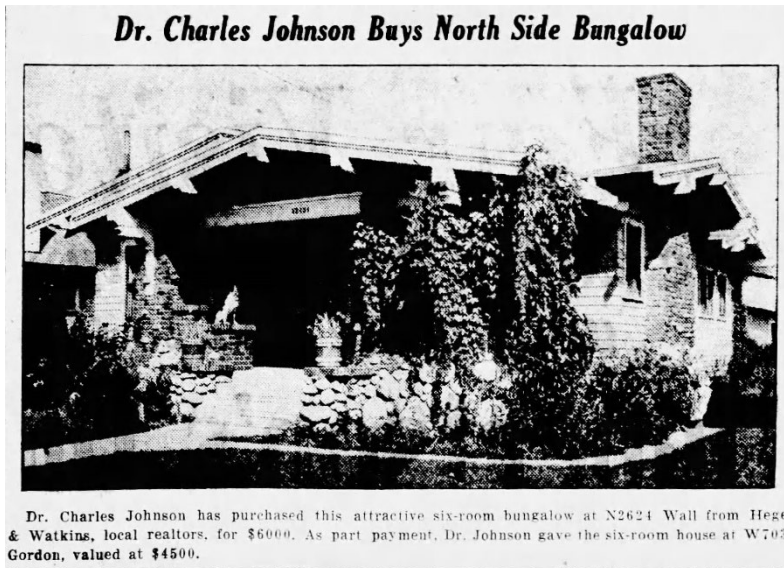


Figure 15 - Spokane Chronicle Article (Sept. 2, 1930)

Category C: Architectural Significance

Bungalow Form and the Craftsman Style

The Ballard House displays many classic features associated with a Craftsman Bungalow, including the shallow-pitched roof with widely overhanging, unenclosed eaves with exposed rafter ends, purlins, and fascia boards, the nearly full width front porch canopy with massive masonry supports, and the full height exterior masonry chimney. Craftsman Style windows include the tripartite window of the porch and the inglenook windows flanking the chimney. As noted above, the exterior shingle cladding is probably a recent addition. Nonetheless the house retains excellent integrity of it conveys its historic appearance and many original construction materials, especially the peanut brittle stone and brick work.

The bungalow type is described as a “form of house, a type of structure designed in a number of architectural styles; *style* by contrast, is a particular period and genre of design. The bungalow house type is a single-family residence, one or one and one-half stories high, and designed in elevation, plan, and roofline to achieve a horizontal and rectangular emphasis.”¹² The Ballard House is a fine example of this type due to its low-profile roofline, rectangular footprint and ground-hugging appearance. Deeply overhanging, unenclosed eaves and exposed rafter-tails emphasize the horizontality of the home – but the peanut brittle masonry with smooth cobblestones and clinker brick gives the Ballard House a touch more whimsy than the average bungalow.

The Craftsman style is designed to evoke simpler, quainter times. The style came about in response to the Victorian architectural movement from the late 1830s to the early 1900s. The Victorian design focused on extravagant and ornate details. Around 1850, the Arts and Crafts movement began, and British architects began to resist against the inferior quality of mass-produced goods. The revolution of reached the United States around the turn of the 20th century and was popularized by the magazine *The Craftsman*. This literature sold residential blueprints by famed Arts and Crafts furniture designer, Gustav Stickley. Stickley’s simple designs stood in stark contrast to the ornate Victorian styles that were popular at the time. The Ballard House follows suit in regards to this subdued design style with its wooden window trim, brick fireplace, oak floors, built-in cabinetry and minimalistic floorplan.



Figure 16 - Front of House indicating peanut brittle brick design (2022)

The Craftsman design contains many different subsets in variation, including Prairie, Mission Revival, and Bungalow. Pertinent to the Ballard House, the Bungalow style can be influenced by a

¹² Cigliano, Jan. *Bungalow: American Restoration Style*. Salt Lake City: Gibbs-Smith Publishers, 1998, pp. 10-11

variety of regional preferences. Usually, they are one-story homes with practical and quaint floorplans and these homes are not ornate but often feature handsome details like handmade built-in cabinetry, wooden window frames/doors, and stained-glass windows.¹³ The Ballard House is a shining example of a California Craftsman Bungalow designed by a prominent Spokane architect and designer. This is evidenced by the two built-in cabinets dividing the dining room and the formal living room, the hand-built hutch within the dining room, the brick fireplace, and the Circassian Walnut wood trim detailing the windows in the entertaining areas.



Figure 16- Built-in hutch in dining room

¹³ Robicelli, Allison. "Craftsman-Style Homes: The History and Simplicity Behind Their Classic Character." *My Domain*, 30 June 2021, <https://www.mydomaine.com/craftsman-house-5112649#:~:text=By%20design%2C%20Craftsman%20houses%20are,extravagant%20architecture%20and%20ornate%20details.>

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10. Durham, N.W. *History of the City of Spokane and Spokane County, Vol 2*. Spokane: Clarke Publishing, 1912, p.608.
11. Unknown. "To Fill Lots With Fine Bungalows." *Spokane Chronicle*, 23 Apr. 1916.
12. Warranty Deed, signed Sept. 30, 1920 and filed Oct. 3, 1923
13. Cigliano, Jan. *Bungalow: American Restoration Style*. Salt Lake City: Gibbs-Smith Publishers, 1998, pp. 10-11
14. Robicelli, Allison. "Craftsman-Style Homes: The History and Simplicity Behind Their Classic Character." *My Domaine*, 30 June 2021, <https://www.mydomaine.com/craftsman-house-5112649#:~:text=By%20design%2C%20Craftsman%20houses%20are,extravagant%20architecture%20and%20ornate%20detail>





Picture 3: Ballard House ca: 1935



Picture 4: 2022 West elevation of Ballard House



Picture 5: Detail of "peanut brittle" work with clinker brick, cobblestone



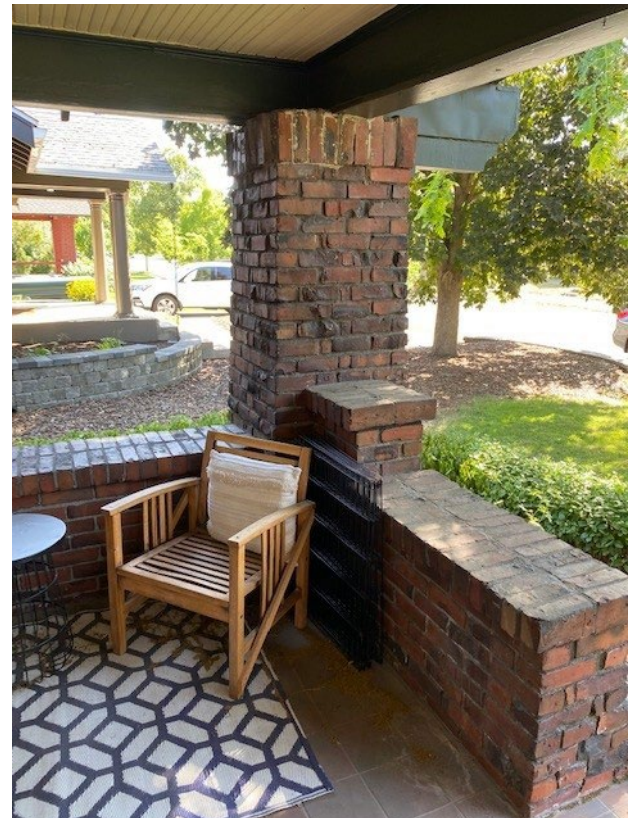
Picture 6: North elevation



Picture 7: Front door detail



Picture 8: Front porch detail, north side



Picture 10: Front porch detail, south side



Picture 11: Rear elevation (east)



Picture 12: Rear elevation detail



Picture 13: South east view



Picture 9: Living room fireplace



Picture15: Front window



Picture 16: Breakfast Room - now family room



Picture 17: Dining Room built-in buffet



Picture 18: Living room transition to dining room



Picture 19: Kitchen looking south



Picture 20: Detail of dining room wainscoting



Picture 21: Main floor bathroom



Picture 22: Main bedroom, north side of house

TO FILL LOTS WITH FINE BUNGALOWS

W. J. Ballard Plans Handsome Array of Houses on a North Side Tract.

BUILD TO SUIT BUYERS

Will Be of California Type and Copyright Will Insure Special Designs to Investors.

What is today an open space bounded by Howard and Wall streets, Buckeye and Marietta avenues, is to be filled with handsome bungalows of distinctive types. It is estimated that upward of \$60,000 will be invested in lots and construction, the sum depending on the individual choice of situation and architecture.

This block has been purchased by W. J. Ballard, of the Ballard planners, Columbia building, on a basis per lot that will bring the cost to \$14,000. The purchase was made of Guy Browne, a banker of Wenatchee, and a son of the late J. J. Browne. Negotiations were conducted by Harold Pitts, of the Lincoln Trust company.

Start Work in Two Weeks.

Ground will be broken in two weeks for the initial construction. It is announced by Mr. Ballard, whose planery is identified with the Western Retail Lumbermen's association. The first few houses will be built on plans prepared by Mr. Ballard, unless a buyer appears who would change them, and will be offered for sale as soon as completed. The activity is expected to inspire interest and bring buyers who

would have houses of special design and stipulated size erected.

Of the ready-to-enter houses none will cost less than \$3000 and some will cost \$4500. It is believed that houses to cost \$6000 will be ordered for erection on the paved street. The number of rooms will range from five to 10.

To Copyright Plans.

Every house will be of a strictly California type, built for a northern climate. As soon as drawn each plan will be copyrighted that its form may be duplicated by no other builder, leaving the owner with an assurance that he has something different from any other house in the United States.

All well known and some new built-in features will be included in the construction. Roofs will be of the flat type, which have given so much popularity to the California houses. They will be built to resist a weight equivalent to two feet of water and with a manufacturer's guarantee of tightness for 10 years, although good for 50 years. Landscape and other lawn effects will be provided in accordance with the tastes of the purchasers.

PAYS \$2750 CASH FOR HOME

Two Residences Sold Through Thompson-Gillis Company.

H. L. Pelin, a railroad man, has bought of E. Knudson a modern house of five rooms at E35 Garland avenue, valuation \$2750. The house has a living room, 15x30 feet, beamed ceilings, bookcase, sideboard and other built-in features. The sale was for cash. Mr. Knudson will live on his farm, eight miles east of the city, near the Trent road.

Fred D. Robinson, a tailor in the Fairmont hotel, has bought of C. A. Bergman, a modern house of five rooms at E352 Thirty-sixth avenue, valuation \$2000. The house has a full, cemented basement, large rooms and built-in features. Both sales were through the Thompson-Gillis Investment company, 85 Washington street.

Picture 23: Spokane Chronicle Article (Apr. 23, 1916)

Julia M. Brady has sold to D. S. Bennion of the Northern Paper Stock company her modern six-room bungalow at N2624 Wall street. This property has every modern convenience, including hot water heat, full cemented, subdivided basement. The living room and dining room are finished in Circassian walnut and have attractive bookcases, sideboard, etc. The bedrooms, breakfast room and kitchen are in white enamel with maple floors. Mr. Bennion, with a family of five, has recently come to Spokane from the Coast. The reported consideration is \$6000.

Picture 24: The Spokesman-Review, October 28, 1923

CLASSY BUNGALOW.
PRICED TO SELL.
N2624 WALL ST.
6 rooms, hot water heat, gumwood finish in 2 rooms; double garage; \$5350, good terms.
5-bedroom home, near Roosevelt and St. Augustine schools; 2 baths, hot water heat; part brick; hardwood floors in all rooms, sleeping porch, recreation room in basement; 2 lots; \$8500, on good terms. Can take smaller house as part pay. Easy to make into a duplex.
HEGE & WATKINS CO., REALTORS.
204 HYDE BLDG. MAIN 3218.

Picture 25: The Spokane Chronicle, March 3, 1930



W. J. BALLARD

WILLIAM J. BALLARD.

As a leading architect who has designed some of the most attractive homes in Spokane, William J. Ballard feels an interest and pride in the "Falls City" second to none. His skill is evidenced in the many beautiful residences here and the value of his work as an architect is shown in the volume of plans which he has published that is now on sale at all the leading book stores and is in great demand by prospective builders both in the city and country. His business operations are carried on under the name of the Ballard Plannery Company, of which he is the president and in the further prosecution of his work he is constantly seeking for new ideas that will prove of practical and decorative value in his building operations.

Mr. Ballard was born in Plainfield, Illinois, November 4, 1871, a son of James and Laura (Edgworth) Ballard, the former of English descent and the latter of Scotch-English lineage. His grandfather, James Ballard, a native of Boston, Massachusetts, and a representative of an old New England family, served as first lieutenant in Company I, Forty-sixth Illinois Regiment, during the Civil war, his service continuing for one year and five months. He had reached the age of sixty years at the time of his enlistment and was honorably discharged on account of age. In the meantime, however, he had participated in the battle of Shiloh, where his company was almost literally cut to pieces, Mr. Ballard being one of four who escaped. His son and namesake, James Ballard, Jr., was born in Plainfield, Illinois, and now resides at Beloit, Wisconsin, where he is engaged in business as a contractor. His wife died in 1872. Her people had also come to Illinois, her brothers being photographers of Chicago.

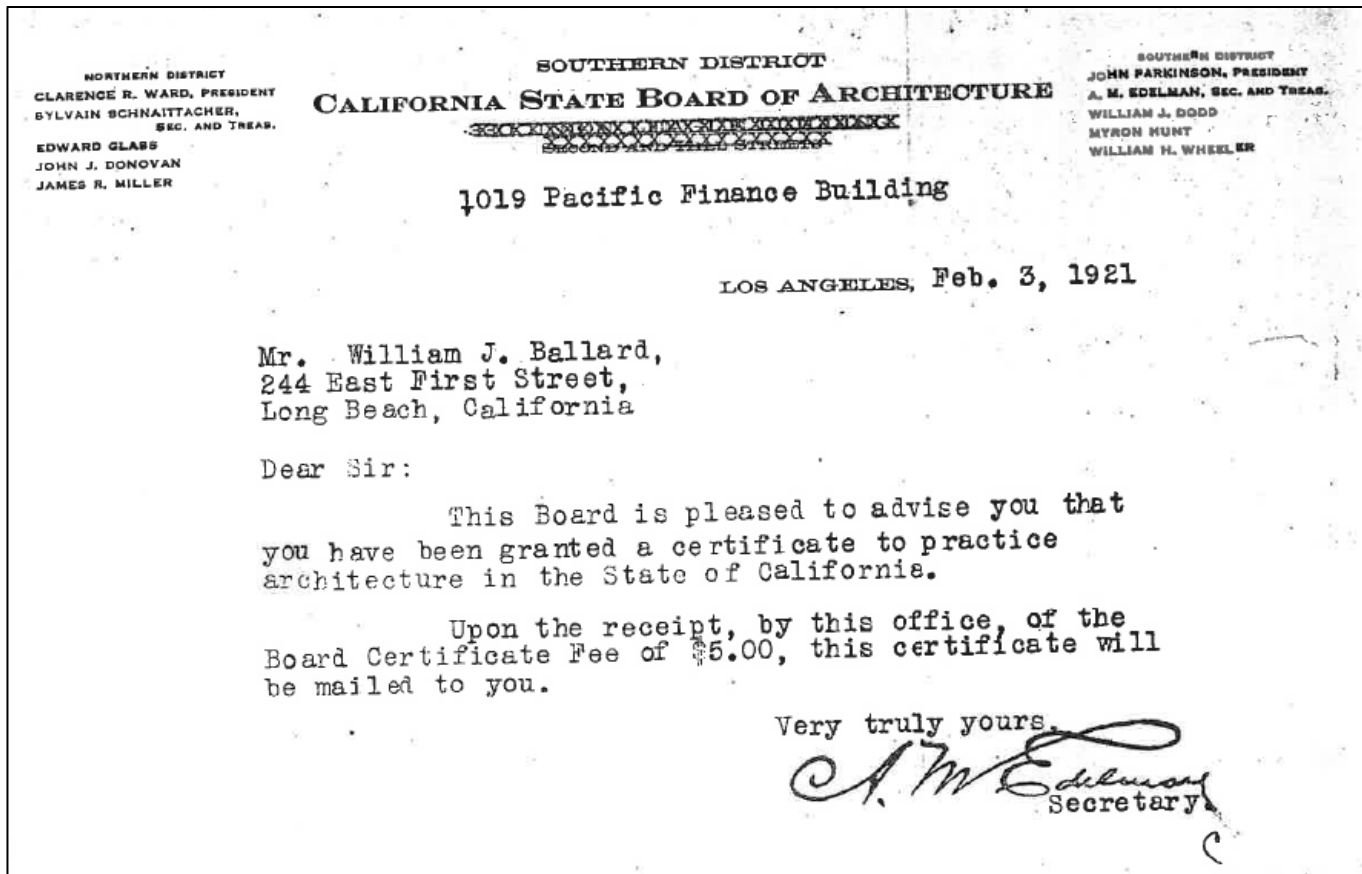
Picture 26: Durham, N W History of the City of Spokane and Spokane County, Volume 2; 1912 p. 608

William J. Ballard acquired his early education in the schools of Joliet, Illinois, afterward attending Troop Institute at Pasadena, California, and the State University at Berkeley, California, having accompanied his father to that state in 1886. His schooldays over, he took up the profession of an architect at Los Angeles, working for B. B. Bixby for two years. On the expiration of that period he became connected with the fruit business, especially in the packing department, at Los Angeles and for eight years continued in that field, becoming an expert in his judgment and methods of handling dried and packed fruits. During two years of that period he carried on operations on his own account, but thinking that better business opportunities might be secured in the northern district, he came to Spokane in 1902 and remained here one year, filling the position of superintendent of building for the firm of Chamberlin & Chamberlin, predecessors of the Chamberlin Real Estate and Improvement Company. On returning to California he located at Pasadena, where he again took up the profession of architecture which he followed until 1908, devoting the greater part of his time to bungalow and cottage construction, which are the favorite styles of building in that attractive southern city.

Picture 10: Durham, N W History of the City of Spokane and Spokane County, Volume 2; 1912 p. 604-608

In 1908 Mr. Ballard again came to Spokane where he established the business now conducted under the name of the Ballard Plannery Company. Here he designed and was supervising architect for the handsome Empire Hotel and for a large number of brick buildings, ranging in price from thirty to forty thousand dollars. However, he makes a specialty of cottage homes and apartment houses and has designed and built altogether about four hundred in Spokane, while evidences of his skill and handiwork are seen in about six hundred homes in the Inland Empire. He also designed the Hotel Arden and the Wilson Apartments, at Fourth and Wall streets, and has recently completed plans for the Spokane Amusement's Company building, which will be erected at a cost of one hundred thousand dollars, its location being at the corner of Riverside and Jefferson streets. It is to be of absolutely fireproof construction and will contain a skating rink one hundred by one hundred feet; a bowling alley; box ball alleys; a club room; ice cream parlors; photograph galleries; penny arcades; and a large dance hall, together with a rifle range and plunge, the latter to be fifty by one hundred feet. The building will be six stories in height and will be thoroughly modern not only in construction but also in its equipment. Mr. Ballard has recently designed the Lake Port Hotel for South Lake Port, Oregon, which is a seaside hotel, to cost fifty thousand dollars. He is also engaged upon the plans for the Bankers building of Spokane, to cost between twenty-five and thirty thousand dollars. During the greater part of the time he has three or four men in the drafting room who have been with him for two or three years, entering his employ as students. Associated with him as officers of the Ballard Plannery Company are: Mrs. I. L. Ballard, secretary-treasurer; and D. W. Heydon, vice president. Mr. Ballard is likewise a stockholder in the Chamberlin Real Estate and Investment Company and the Reserve Realty Company, in which connections he is also contributing to the growth, progress and improvement of the city. He has mining interests in the Coeur d'Alene district and in all of his business connections displays that sound judgment which enables him to readily recognize and utilize opportunities in the attainment of that success which is the legitimate goal of all earnest and honest endeavor.

The attractive home interests of Mr. Ballard had their inception in his marriage at Los Angeles, California, on the 22d of September, 1905, to Miss Ina L. Chamberlin, a daughter of G. L. Chamberlin, who is mentioned elsewhere in this volume. The two children of this marriage are Laura and Gilbert, the former of whom is attending school. Mr. Ballard votes with the republican party but has no desire of office, although he keeps well informed on the questions and issues of the day. His fraternal relations are with the Independent Order of Odd Fellows and the Independent Order of Foresters. He belongs to the Inland Club and the Chamber of Commerce. His interests are wide and varied and have on the whole been of a character that has had a direct result upon Spokane's welfare and improvement. While he has contributed largely to the attractive appearance of the city, he has also been the architect of his own fortune and in this connection has built wisely and well. He has ever been imbued with the laudable ambition of making his work equal if not excel that of other architects, and in designing and building has made a close study of the substantial qualities, conveniences and decorative effects. No stronger testimony of his skill and ability in this direction can be given than is to be found in his work which is seen throughout Spokane and this section of the country.



Picture 28: William J Ballard's Architecture License, California 1921 – from Hobbs' Memoir



Picture 29: Newspaper clipping from Hobbs memoir

His Anniversary Confounds 1885 Diagnosis

He Fooled Doctors 69 Years

By EDWINA BOWE

Herald-Examiner Staff Writer

William James Ballard arrived in Los Angeles in 1885 with one ambition—to spend the last few years of his life in the congenial atmosphere of the West.

He had tuberculosis and doctors in Joliet, Ill., felt his prognosis was hopeless.

But doctors can be wrong. And to testify to the fact, William, 93, spent last evening celebrating his sixty-ninth wedding anniversary with a quiet dinner with his wife, Ina, 89.

Both Ballard and his wife attribute their long lives and their long marriage to "stay-at-home evenings."

"We just never left home much. We don't drink and we don't smoke. People today want to be entertained all the time. They just don't build up inner resources."

The Ballards have lived for the past 25 years in a little cottage in Tujunga. He still personally cares for the lawn—dotted with chirping linnets.

The man who was destined to die before 1900 now has two sons and a daughter, six grandchildren and two great grandchildren. As a former architect, he has designed buildings from "here to Australia."

"I can't jump around as I used to," he says, "but I manage to get there."



—Herald-Examiner Photo

REASON TO CELEBRATE: 69 YEARS OF MARRIAGE
William James Ballard, 93, and wife, Ina, 89

L.A. Postmaster To Be Sworn In

Confirmed recently by the U.S. Senate, Los Angeles Postmaster Leslie N. Shaw will be sworn in office at a postal employees breakfast Monday at 8 a.m. in the Statler-Hilton Hotel. U.S. Postmaster General John A. Gronouski will preside. Shaw, first Negro ever to head a major postoffice in the United States, has been in acting status since his appointment.

Picture 30: Newspaper clipping from Hobbs memoir

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

09/12/2022

Date Rec'd

8/9/2022

Clerk's File #

OPR 2022-0625

Renews #**Submitting Dept**

WASTEWATER MANAGEMENT

Cross Ref #**Contact Name/Phone**

MIKE CANNON 625-4642

Project #**Contact E-Mail**

MCANNON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR23925

Agenda Item Name

4320 HVAC PM SERVICE WITH MCKINSTRY

Agenda Wording

Consent to award McKinstry Co., LLC HVAC PM Service at RPWRF for the period of 8/1/22 through 7/31/2023 for a cost of \$77,900.00.

Summary (Background)

HVAC Preventative Maintenance serviced by Certified Technicians, which includes condenser coil cleaning, chiller maintenance, recommendations for other services, etc. This scope of work includes written reports for maintenance inspections, written reports for service calls, priority scheduling and 24x7 emergency response availability and service history tracking by Equipment ID. This service includes the new MF building, Egress tunnels, Headworks, Blower building etc.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ \$77,900.00

4320.43106.35148.54802

Select \$

#

Select \$

#

Select \$

#

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

GENNETT, RAYLENE

Study Session\Other

PIES 8/22/22

Division Director

FEIST, MARLENE

Council Sponsor

CM Kinnear

Finance

ALBIN-MOORE, ANGELA

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bmcmillan@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability

| | |
|---|---|
| Submitting Department | |
| Contact Name & Phone | |
| Contact Email | |
| Council Sponsor(s) | |
| Select Agenda Item Type | <div style="display: flex; justify-content: space-around; align-items: center;"> Consent Discussion Time Requested: _____ </div> |
| Agenda Item Name | |
| Summary (Background) | |
| Proposed Council Action & Date: | |
| Fiscal Impact: Total Cost: Approved in current year budget? Yes No N/A Funding Source One-time Recurring Specify funding source: Expense Occurrence One-time Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |

Operations Impacts

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?



City of Spokane
**PREVENTATIVE MAINTENANCE
AGREEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **McKINSTRY, CO., LLC**, whose address is 850 East Spokane Falls Boulevard, Suite 100, Spokane, Washington, 99202 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide HVAC Preventative Maintenance for the equipment located at the Riverside Park Water Reclamation Facility; and

WHEREAS, the Contractor was selected from the WSDS Contract No. 02919, and the MRSC Small Works Roster.

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 August 1, 2022, and ends on July 31, 2023, unless amended by written agreement or terminated earlier under the provisions.

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

The Contractor shall provide HVAC Preventative Maintenance for the equipment located at the Riverside Park Water Reclamation Facility.

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 services under this Agreement shall payable quarterly up to a maximum amount not to exceed **SEVENTY-SEVEN THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$77,900.00)**, plus applicable taxes, 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.

The Company shall submit its applications for payment to Riverside Park Water Reclamation Facility, Administration Office, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205. 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. **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. PREVENTATIVE MAINTENANCE.

The following Preventative Maintenance requirements apply to the Work under this Agreement:

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the 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 a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** For contracts in excess of \$10,000, 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.

C. A payment/performance bond is NOT required.

D. Statutory retainage is NOT required.

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 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 Consultant/Contractor/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.

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 sixty (60) 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 sixty (60) 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

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 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.

16. 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.

17. 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.

18. 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 one (1) year 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.

19. 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 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 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.

McKINSTRY, CO., 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:

Attachment A – Debarment Certification

Attachment B - Certification of Compliance with Wage Payment Statutes

Attachment C – Contractor’s Scope of Work

22-143

ATTACHMENT 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) |



ATTACHMENT 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.*

ATTACHMENT C



Riverside Park Reclamation Facility HVAC Preventative Maintenance

4401 N. Aubrey L. White Parkway, Spokane, WA 99205
July, 2022

FOR THE
LIFE OF
YOUR
BUILDING

Scope of Coverage

Riverside Park Water Reclamation Facility

Our scope of coverage for this location, includes maintenance services as described below and in more detail in "Schedule" and "Task Lists."

SPECIFIC SCOPE OF COVERAGE

- 1 . HVAC preventive maintenance per equipment schedule
- 2 . Filters and Belts NOT included. If customer provides filters and belts McKinstry will change during scheduled visits.
- 3 . Includes condenser coil cleaning where applicable 1x per year
- 4 . Chiller maintenance to include oil analysis 1x per year. Eddy current and other services not included in this scope. Recommendations for other services may be recommended based off of run time hours. All oil filters, filter driers and misc. items will be charged additionally.
- 5 . Maintenance program is labor only. If parts or misc. materials are needed for scheduled maintenance per manufacture recommendations, McKinstry will invoice separate as long as the pre authorization limit will not be exceeded. If amount is exceeded, prior approval will be required.

GENERAL SCOPE OF COVERAGE

- 1 . Written reports for maintenance inspections
- 2 . Written reports for service calls
- 3 . Priority scheduling and response for all McKinstry service offerings
- 4 . 24x7 Emergency Response availability
- 5 . 20-minute call back and 4-hours on site for emergency service calls
- 6 . Service history tracking by Equipment ID for all equipment under contract
- 7 . Preferred service rates for all services
- 8 . Work to be performed during normal business hours

COMMENTS/CLARIFICATIONS

All work is done subject to McKinstry's standard Service Warranty

If equipment data is not available or correct (i.e. filter, model/serial data or location) provisions will need to be made in order to gather that data. The client understands that there is a cost to gathering that information and agrees to pay for that cost if a certified technician is required to gather said data.

McKinstry will not be responsible for:

- Any services not specifically listed in the Scope of Work
- The quality or suitability of Customer furnished materials and/or equipment; the system performance; and/or system design
- Emergency calls resulting from system design issues
- Liability for underground utilities, obstructions, locating services and location of utilities, and/or unforeseen obstacles or conditions
- Any damages that are not reasonably foreseeable from any incident, including special, indirect, or consequential damages
- Water supply and drain issues beyond the requirements listed in the Scope of Work
- Electrical service beyond the equipment disconnect switch, or electrical service requirements due to power failure
- Any work not paid in full
- Downtime for IT infrastructure and/or IT network(s) to which McKinstry had no responsibility for
- Damage caused by freezing
- Repair of damage or increase in service time resulting from accident, transportation, relocation, neglect, misuse, or anything else other than caused ordinary use
- Repair to equipment located in an unsuitable place of installation or an unsafe or hazardous environment
- Non-moving or non-maintainable parts, heat exchangers (all styles), coils, ductwork, equipment housing, casings, enclosures and/or boiler vessels.
- Any claims, damages, losses or expenses, arising from or related to conditions that existed in, or, or upon the premises before the effective date of this Agreement. These preexisting conditions include, without limitation, damages, losses, or expenses involving building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold and/or fungi
- Data management and impacts including accessibility, integrity, and system uptime or downtime

MAINTENANCE & SERVICE AGREEMENT

Contractor

McKinstry Co. LLC
850 E. Spokane Falls Blvd., Suite 100
Spokane, WA 99202
Phone: 509.747.3389
Fax: 509.747.3313
Email: KielH@McKinstry.com

Customer

City of Spokane
4401 N. Aubrey L. White Parkway,
Spokane, WA 99205
Phone: (509) 625-4617
Fax: TBD
Email: hbarnhart@spokanecity.org

Agree preventive maintenance and repair service will be provided at:

Riverside Park Water Reclamation Facility
4401 N. Aubrey L. White Parkway, Spokane, WA 99205

In accordance with the enclosed specifications, the terms and conditions set forth in this agreement; and other attachments which are made a part of this agreement:

Maintenance shall commence on:

At an annual fee of:

Which is payable:

Sales Tax excluded if applicable

PRE-AUTHORIZED REPAIR LIMIT

8/1/2022
\$ **77,900.00**
\$ **19,475.00**
\$ 750.00

Annually
Quarterly

This agreement shall continue in effect for a period of one (1) year, and from year to year thereafter, except that either party may provide written notice to the other party of an intention not to continue with thirty (30) days written notice.

Contractor agrees to provide repair service to the customers, twenty-four (24) hours per day seven (7) days per week at the contracted rates quoted by the contractor. All repair services performed shall be billed separate of the maintenance agreement and shall not be deemed a part of the preventive maintenance program. It is further agreed that the customer shall be billed for any and all components and materials required to successfully complete such repairs. MCKINSTRY CO. will increase this maintenance agreement each year at renewal based on the annual Consumer Price Index (CPI) or Union Labor Contract increases, whichever is greater, not to exceed 4% annually. CPI Index will be calculated by using annual rate for the prior calendar year rounded to the nearest whole number, Union Labor increases will be based on percentage of total salary package increase rounded to the nearest whole number.

Predictive Maintenance

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> SPM Bearing Analysis | <input type="checkbox"/> Computer/Laser Alignment | <input type="checkbox"/> Vibration Analysis | <input checked="" type="checkbox"/> Oil Analysis |
| <input type="checkbox"/> Motor Circuit Analysis | <input type="checkbox"/> Eddy Current Analysis | <input type="checkbox"/> Refrigerant Analysis | <input checked="" type="checkbox"/> Condenser Coil Cleaning |

Preventive Maintenance

HVAC

- ☒ Maintenance
☐ Service/Repair/Replace
☐ Water Treatment
☒ Chillers/Centrifugal

FACILITY SERVICES

- ☐ Service Desk
☐ Info Center
☐ Facility Mgr./Coordinator
☐ Other

PLUMBING

- ☐ Backflow Devices
☐ Jetting/Camera
☐ Drain Maintenance
☐ Boilers

FIRE

- ☐ Sprinkler Confidence Testing
☐ Fire Alarm Testing
☐ Fire Alarm Monitoring
☐ Fire Extinguishers

CONTROLS

- ☐ Connection Agreement
☐ Controls Maintenance
☐ Remote Alarming/Monitoring
☐ Other

OTHER SERVICES

- ☐ Compressed Air Systems
☐ Vacuum-Pumps
☐ Hood-Cleaning
☐ Other

This agreement is accepted by:

McKinstry Co. LLC:

Riverside Park Water Reclamation Facility

Signature (Authorized Representative)

Name (Authorized Representative)

Kiel Hutchinson

Name

Account Executive

Title

07/19/22

Date

Signature (Authorized Representative)

Name

Title

Date



Equipment List for
City of Spokane

Site: Riverside Park Water Reclamation Facility
4401 N. Aubrey L. White Parkway, Spokane, WA 99205

| For The Life Of Your Building | | | Criticality | Duty Cycle | Operation Conditions | | | | | |
|-------------------------------|----------------|--------------|-------------|--------------------------|----------------------------|-------------|-----------------|-----------------|-------------|-------------------|
| Tag Number | Equipment Type | Manufacturer | 1 or 2 or 3 | Light Medium Heavy | Clean Moderate Dirty | Description | Model Number | Serial Number | Location | Filters/Belts |
| | | | | | | | | | | |
| MF-BHE-01 | BLOWER HEAT EX | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | MF BUILDING | CUSTOMER SUPPLIED |
| MF-BHE-02 | BLOWER HEAT EX | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | MF BUILDING | CUSTOMER SUPPLIED |
| MF-AHU-01 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | MF BUILDING | CUSTOMER SUPPLIED |
| MF-AHU-02 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | MF BUILDING | CUSTOMER SUPPLIED |
| MF-AHU-03 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | MF BUILDING | CUSTOMER SUPPLIED |

| | | | | | | | | | | |
|------------|-----------------|--------------|---|------|-----|--|-----------------|-----------------|-------------|-------------------|
| MF-AHU-04 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | MF BUILDING | CUSTOMER SUPPLIED |
| MF-AHU-05 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | MF BUILDING | CUSTOMER SUPPLIED |
| MF-ERU-01 | ENERGY RECOVERY | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | MF BUILDING | CUSTOMER SUPPLIED |
| MF-ERU-02 | ENERGY RECOVERY | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | MF BUILDING | CUSTOMER SUPPLIED |
| MF-ERU-03 | ENERGY RECOVERY | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | MF BUILDING | CUSTOMER SUPPLIED |
| MF-ACCU-03 | CONDENSING UNIT | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | MF BUILDING | CUSTOMER SUPPLIED |
| MF-ACCU-04 | CONDENSING UNIT | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | MF BUILDING | CUSTOMER SUPPLIED |

| | | | | | | | | | | |
|----------|-----------|--------------|---|------|-----|--|-----------------------|-----------------------|-------------|-------------------|
| MF-HP-01 | HEAT PUMP | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | MF BUILDING | CUSTOMER SUPPLIED |
| MF-HP-02 | HEAT PUMP | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | MF BUILDING | CUSTOMER SUPPLIED |
| MF-HP-03 | HEAT PUMP | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | MF BUILDING | CUSTOMER SUPPLIED |
| MF-HP-04 | HEAT PUMP | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | MF BUILDING | CUSTOMER SUPPLIED |
| MF-HP-05 | HEAT PUMP | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | MF BUILDING | CUSTOMER SUPPLIED |
| MF-HP-06 | HEAT PUMP | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | MF BUILDING | CUSTOMER SUPPLIED |
| MF-HP-07 | HEAT PUMP | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | MF BUILDING | CUSTOMER SUPPLIED |

| | | | | | | | | | | |
|-----------|---------------|--------------|---|------|-----|--|-----------------|-----------------|---------------------|-------------------|
| MF-HP-08 | HEAT PUMP | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | MF BUILDING | CUSTOMER SUPPLIED |
| MF-HP-09 | HEAT PUMP | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | MF BUILDING | CUSTOMER SUPPLIED |
| MF-EF-01 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | MF BUILDING | CUSTOMER SUPPLIED |
| MF-EF-02 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | MF BUILDING | CUSTOMER SUPPLIED |
| MF-AFD-01 | BOILER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | MF BUILDING | CUSTOMER SUPPLIED |
| MF-AFD-02 | BOILER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | MF BUILDING | CUSTOMER SUPPLIED |
| TE-1 | EGRESS HEATER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | TUNNELL EGRESS 1 | CUSTOMER SUPPLIED |

| | | | | | | | | | | |
|---------------|------------------|--------------|---|------|-----|--|-----------------------|-----------------------|---------------------|-------------------|
| TE-2 | EGRESS HEATER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | TUNNELL EGRESS 2 | CUSTOMER SUPPLIED |
| TE-3 | EGRESS HEATER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | TUNNELL EGRESS 3 | CUSTOMER SUPPLIED |
| LD-ASU- 1 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| LD-MAU- 01 | MAKE UP AIR | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| LD-EF- 11 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| LD-EF-1 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| CL-SF- 01 | SUPPLY FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |

| | | | | | | | | | | |
|----------|-------------|--------------|---|------|-----|--|-----------------------|-----------------------|--|-------------------|
| CL-EF-01 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| CS-SF-01 | SUPPLY FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| CS-EF-01 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| CS-EF-02 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| CS-MUA-1 | MAKE UP AIR | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| ??-MUA-1 | MAKE UP AIR | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| ??-MUA-2 | SUPPLY FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |

| | | | | | | | | | | |
|--------------|-------------|--------------|---|------|-----|--|-----------------------|-----------------------|-----------|-------------------|
| ??-SF-1 | SUPPLY FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| ??-EF-1 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| HW-AHU- 1 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | HEADWORKS | CUSTOMER SUPPLIED |
| HW-SF-1 | SUPPLY FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | HEADWORKS | CUSTOMER SUPPLIED |
| HW-SF-2 | SUPPLY FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | HEADWORKS | CUSTOMER SUPPLIED |
| HW-SF-3 | SUPPLY FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | HEADWORKS | CUSTOMER SUPPLIED |
| HW-EF-1 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | HEADWORKS | CUSTOMER SUPPLIED |

| | | | | | | | | | | |
|--------------|-------------|--------------|---|------|-----|--|-----------------------|-----------------------|-----------------|-------------------|
| HW-EF-2 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | HEADWORKS | CUSTOMER SUPPLIED |
| HW-EF-3 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | HEADWORKS | CUSTOMER SUPPLIED |
| ??-UH-1 | UNIT HEATER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| ??-AHU- 1 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| BB-AHU- 1 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | BLOWER BUILDING | CUSTOMER SUPPLIED |
| BB-AHU- 2 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | BLOWER BUILDING | CUSTOMER SUPPLIED |
| BB-AHU- 3 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | BLOWER BUILDING | CUSTOMER SUPPLIED |

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|--------------|-----------------|--------------|---|------|-----|--|-----------------|-----------------|-----------------|-------------------|
| BB-CU-1 | CONDENSING UNIT | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | BLOWER BUILDING | CUSTOMER SUPPLIED |
| BB-CU-2 | CONDENSING UNIT | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | BLOWER BUILDING | CUSTOMER SUPPLIED |
| BB-CU-3 | CONDENSING UNIT | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | BLOWER BUILDING | CUSTOMER SUPPLIED |
| ??-SF-01 | SUPPLY FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| AB-ACCU 1 | CONDENSING UNIT | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| ??-SF-1 | SUPPLY FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| ??-SF-2 | SUPPLY FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |

| | | | | | | | | | | |
|-----------|-------------|--------------|---|------|-----|--|-----------------------|-----------------------|--|-------------------|
| ??-EF-1 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| ??-EF-2 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| ??-F-1 | BLOWER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| ??-F-2 | BLOWER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| AB-ACU-01 | FAN COIL | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| AB-ACU-02 | FAN COIL | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| ??-SF-1 | SUPPLY FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |

| | | | | | | | | | | |
|---------|-------------|--------------|---|------|-----|--|-----------------------|-----------------------|--|-------------------|
| ??-EF-1 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| ??-SF-1 | SUPPLY FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| ??-SF-2 | SUPPLY FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| ??-SF-3 | SUPPLY FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| ??-SF-4 | SUPPLY FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| ??-EF-1 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| ??-EF-2 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |

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|---------|-------------|--------------|---|------|-----|--|-----------------------|-----------------------|--|-------------------|
| ??-EF-3 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| ??-EF-4 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| PB-S-1 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| PB-EF-1 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| PB-SF-1 | SUPPLY FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| PB-SF-2 | SUPPLY FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| PB-EF-1 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |

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|--------------|-------------|--------------|---|------|-----|--|-----------------------|-----------------------|--|-------------------|
| AD-S-1 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| AD-S-2 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| AD-S-3 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| AD-EF-1 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| AD-EF-2 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| AD-EF-3 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| PB-ASU- 1 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |

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|---------------|-------------|--------------|---|------|-----|--|-----------------------|-----------------------|--|-------------------|
| PB-HUM-1 | HUMIDIFIER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| PB-EF-1 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| PB-ASU-2 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| ??-EF-1 ?? | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| AD-ASU-1 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| AD-EF-1 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| AD-HP-1 | HEAT PUMP | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |

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|----------|------------------|--------------|---|------|-----|--|-----------------------|-----------------------|--|-------------------|
| AD-RTU-1 | RTU | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| AD-HP-2 | HEAT PUMP | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| AD-CT-1 | COOLING TOWER | FIELD VERIFY | 1 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| AD-CH-1 | CHILLER | FIELD VERIFY | 1 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| PB-S-5 | SUPPLY FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| PB-EF-1 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| ??-EF | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |

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|----------|--------------------|--------------|---|------|-----|--|-----------------------|-----------------------|--|-------------------|
| ??-EF | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| BIO-1 | BLOWER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| BIO-2 | BLOWER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| BIO-3 | BLOWER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| DT-AHU-1 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| DT-CU-1 | CONDENSING UNIT | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| DT-FC-1 | FAN COIL | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |

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|----------|-------------|--------------|---|------|-----|--|-----------------------|-----------------------|--|-------------------|
| DT-S-5 | SUPPLY FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| DT-EF-5 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| DF-AHU-1 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| DF-AHU-2 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| DF-AHU-3 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| DF-AHU-4 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| DF-EF-1 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |

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|----------|-------------|--------------|---|------|-----|--|-----------------------|-----------------------|--|-------------------|
| DF-EF-2 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| DF-EF-3 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| DF-EF-4 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| DF-EF-5 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| DF-EF-6 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| BC-AHU-1 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| BC-AHU-2 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |

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|---------------|--------------------|--------------|---|------|-----|--|-----------------------|-----------------------|--|-------------------|
| ??EF-1 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| DT-MAU-1 | MAKE UP AIR | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| DT-AHU-2 | AIR HANDLER | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| BC- ACCU-1 | CONDENSING UNIT | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |
| ??-EF-1 | EXHAUST FAN | FIELD VERIFY | 2 | HIGH | MOD | | SEE MASTER LIST | SEE MASTER LIST | | CUSTOMER SUPPLIED |



**Schedule for
City of Spokane**

Site: Riverside Park Water Reclamation Facility
4401 N. Aubrey L. White Parkway, Spokane, WA 9

| Tag Number | Equipment Type | Description | Preventive/Predictive/Proactive Maintenance Schedule | | | | | | | | | | | |
|--|-----------------|-------------|--|-----|-----|-----|---------|-----|-----|-----|-----|-----|-----|-----|
| | | | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| MJ=Major Insp. MI=Minor Insp. AN=Annual Insp. OP=Operational Insp. FC=Filter Change Only CC=Coil Cleaning SPM=Bearing Analysis VIB=Vibration Analysis MCA=Motor Circuit Analysis US=Ultrasonic Survey OIL=Oil Analysis LA=Laser Alignment BC=Belt Change WT=Water Treatment EB=Energy Benchmark OA=Operational Assessment | | | | | | | | | | | | | | |
| MF-BHE-01 | BLOWER HEAT EX | | | MI | | | MJ | | | MI | | | MJ | |
| MF-BHE-02 | BLOWER HEAT EX | | | MI | | | MJ | | | MI | | | MJ | |
| MF-AHU-01 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |
| MF-AHU-02 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |
| MF-AHU-03 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |
| MF-AHU-04 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |
| MF-AHU-05 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |
| MF-ERU-01 | ENERGY RECOVERY | | | MI | | | MJ | | | MI | | | MJ | |
| MF-ERU-02 | ENERGY RECOVERY | | | MI | | | MJ | | | MI | | | MJ | |
| MF-ERU-03 | ENERGY RECOVERY | | | MI | | | MJ | | | MI | | | MJ | |
| MF-ACCU-03 | CONDENSING UNIT | | | MI | | | MJ / CC | | | MI | | | MJ | |

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|------------|-----------------|--|--|----|--|--|---------|--|--|----|--|--|----|--|
| MF-ACCU-04 | CONDENSING UNIT | | | MI | | | MJ / CC | | | MI | | | MJ | |
| MF-HP-01 | HEAT PUMP | | | MI | | | MJ / CC | | | MI | | | MJ | |
| MF-HP-02 | HEAT PUMP | | | MI | | | MJ / CC | | | MI | | | MJ | |
| MF-HP-03 | HEAT PUMP | | | MI | | | MJ / CC | | | MI | | | MJ | |
| MF-HP-04 | HEAT PUMP | | | MI | | | MJ / CC | | | MI | | | MJ | |
| MF-HP-05 | HEAT PUMP | | | MI | | | MJ / CC | | | MI | | | MJ | |
| MF-HP-06 | HEAT PUMP | | | MI | | | MJ / CC | | | MI | | | MJ | |
| MF-HP-07 | HEAT PUMP | | | MI | | | MJ / CC | | | MI | | | MJ | |
| MF-HP-08 | HEAT PUMP | | | MI | | | MJ / CC | | | MI | | | MJ | |
| MF-HP-09 | HEAT PUMP | | | MI | | | MJ / CC | | | MI | | | MJ | |
| MF-EF-01 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| MF-EF-02 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| MF-AFD-01 | BOILER | | | MI | | | MJ | | | MI | | | MJ | |
| MF-AFD-02 | BOILER | | | MI | | | MJ | | | MI | | | MJ | |

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| TE-1 | EGRESS HEATER | | | MI | | | MJ | | | MI | | | MJ | |
| TE-2 | EGRESS HEATER | | | MI | | | MJ | | | MI | | | MJ | |
| TE-3 | EGRESS HEATER | | | MI | | | MJ | | | MI | | | MJ | |
| LD-ASU-1 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |
| LD-MAU-01 | MAKE UP AIR | | | MI | | | MJ | | | MI | | | MJ | |
| LD-EF-11 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| LD-EF-1 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| CL-SF-01 | SUPPLY FAN | | | MI | | | MJ | | | MI | | | MJ | |
| CL-EF-01 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| CS-SF-01 | SUPPLY FAN | | | MI | | | MJ | | | MI | | | MJ | |
| CS-EF-01 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| CS-EF-02 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| CS-MUA-1 | MAKE UP AIR | | | MI | | | MJ | | | MI | | | MJ | |
| ??-MUA-1 | MAKE UP AIR | | | MI | | | MJ | | | MI | | | MJ | |

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|----------|-------------|--|--|----|--|--|----|--|--|----|--|--|----|--|
| ??-MUA-2 | SUPPLY FAN | | | MI | | | MJ | | | MI | | | MJ | |
| ??-SF-1 | SUPPLY FAN | | | MI | | | MJ | | | MI | | | MJ | |
| ??-EF-1 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| HW-AHU-1 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |
| HW-SF-1 | SUPPLY FAN | | | MI | | | MJ | | | MI | | | MJ | |
| HW-SF-2 | SUPPLY FAN | | | MI | | | MJ | | | MI | | | MJ | |
| HW-SF-3 | SUPPLY FAN | | | MI | | | MJ | | | MI | | | MJ | |
| HW-EF-1 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| HW-EF-2 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| HW-EF-3 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| ??-UH-1 | UNIT HEATER | | | MI | | | MJ | | | MI | | | MJ | |
| ??-AHU-1 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |
| BB-AHU-1 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |
| BB-AHU-2 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |

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| BB-AHU-3 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |
| BB-CU-1 | CONDENSING UNIT | | | MI | | | MJ / CC | | | MI | | | MJ | |
| BB-CU-2 | CONDENSING UNIT | | | MI | | | MJ / CC | | | MI | | | MJ | |
| BB-CU-3 | CONDENSING UNIT | | | MI | | | MJ / CC | | | MI | | | MJ | |
| ??-SF-01 | SUPPLY FAN | | | MI | | | MJ | | | MI | | | MJ | |
| AB-ACCU-1 | CONDENSING UNIT | | | MI | | | MJ / CC | | | MI | | | MJ | |
| ??-SF-1 | SUPPLY FAN | | | MI | | | MJ | | | MI | | | MJ | |
| ??-SF-2 | SUPPLY FAN | | | MI | | | MJ | | | MI | | | MJ | |
| ??-EF-1 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| ??-EF-2 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| ??-F-1 | BLOWER | | | MI | | | MJ | | | MI | | | MJ | |
| ??-F-2 | BLOWER | | | MI | | | MJ | | | MI | | | MJ | |
| AB-ACU-01 | FAN COIL | | | MI | | | MJ | | | MI | | | MJ | |
| AB-ACU-02 | FAN COIL | | | MI | | | MJ | | | MI | | | MJ | |

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| ??-SF-1 | SUPPLY FAN | | | MI | | | MJ | | | MI | | | MJ | |
| ??-EF-1 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| ??-SF-1 | SUPPLY FAN | | | MI | | | MJ | | | MI | | | MJ | |
| ??-SF-2 | SUPPLY FAN | | | MI | | | MJ | | | MI | | | MJ | |
| ??-SF-3 | SUPPLY FAN | | | MI | | | MJ | | | MI | | | MJ | |
| ??-SF-4 | SUPPLY FAN | | | MI | | | MJ | | | MI | | | MJ | |
| ??-EF-1 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| ??-EF-2 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| ??-EF-3 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| ??-EF-4 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| PB-S-1 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |
| PB-EF-1 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| PB-SF-1 | SUPPLY FAN | | | MI | | | MJ | | | MI | | | MJ | |
| PB-SF-2 | SUPPLY FAN | | | MI | | | MJ | | | MI | | | MJ | |

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| PB-EF-1 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| AD-S-1 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |
| AD-S-2 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |
| AD-S-3 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |
| AD-EF-1 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| AD-EF-2 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| AD-EF-3 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| PB-ASU-1 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |
| PB-HUM-1 | HUMIDIFIER | | | MI | | | MJ | | | MI | | | MJ | |
| PB-EF-1 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| PB-ASU-2 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |
| ??-EF-1 ?? | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| AD-ASU-1 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |
| AD-EF-1 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |

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| AD-HP-1 | HEAT PUMP | | | MI | | | MJ / CC | | | MI | | | MJ | |
| AD-RTU-1 | RTU | | | MI | | | MJ / CC | | | MI | | | MJ | |
| AD-HP-2 | HEAT PUMP | | | MI | | | MJ / CC | | | MI | | | MJ | |
| AD-CT-1 | COOLING TOWER | | | MI | | | MJ | | | MI | | | MJ | |
| AD-CH-1 | CHILLER | | | MI | | | MJ | | | MI | | | MJ / OIL | |
| PB-S-5 | SUPPLY FAN | | | MI | | | MJ | | | MI | | | MJ | |
| PB-EF-1 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| ??-EF | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| ??-EF | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| BIO-1 | BLOWER | | | MI | | | MJ | | | MI | | | MJ | |
| BIO-2 | BLOWER | | | MI | | | MJ | | | MI | | | MJ | |
| BIO-3 | BLOWER | | | MI | | | MJ | | | MI | | | MJ | |
| DT-AHU-1 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |
| DT-CU-1 | CONDENSING UNIT | | | MI | | | MJ / CC | | | MI | | | MJ | |

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| DT-FC-1 | FAN COIL | | | MI | | | MJ | | | MI | | | MJ | |
| DT-S-5 | SUPPLY FAN | | | MI | | | MJ | | | MI | | | MJ | |
| DT-EF-5 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| DF-AHU-1 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |
| DF-AHU-2 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |
| DF-AHU-3 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |
| DF-AHU-4 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |
| DF-EF-1 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| DF-EF-2 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| DF-EF-3 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| DF-EF-4 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| DF-EF-5 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| DF-EF-6 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| BC-AHU-1 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |

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| BC-AHU-2 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |
| ??EF-1 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |
| DT-MAU-1 | MAKE UP AIR | | | MI | | | MJ | | | MI | | | MJ | |
| DT-AHU-2 | AIR HANDLER | | | MI | | | MJ | | | MI | | | MJ | |
| BC-ACCU-1 | CONDENSING UNIT | | | MI | | | MJ /CC | | | MI | | | MJ | |
| ??-EF-1 | EXHAUST FAN | | | MI | | | MJ | | | MI | | | MJ | |

Scope Clarifications

CUSTOMER OBLIGATIONS

The customer shall be responsible for and agrees to: a) properly operate the equipment in accordance with the applicable recommended procedures and operating manuals; b) ensure that qualified personnel are provided for such operation; c) promptly report unusual equipment operating conditions or operations; d) furnish to McKinstry clean and secure access to all equipment to be serviced; and e) provide professional cooling tower water treatment as needed.

EXISTING EQUIPMENT

All work within the Scope of Coverage assumes that the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection or initial seasonable start-up, unless otherwise agreed to in writing, repair charges will be submitted for approval. McKinstry shall not be liable for failure to discover conditions necessitating further repair or replacements nor shall any inspections be construed as an approval or guarantee of the system or equipment. For necessary repairs that are not approved, the non-maintainable items will be suspended from the Scope of Coverage. McKinstry reserves the right to charge an inspection fee if the repairs are not authorized.

Any work not specifically included in the repair submittal is specifically excluded. McKinstry will not be required to make safety test or install new attachments, additional controls, or equipment directed by insurance companies or other authority that are outside of the proposed repair. Those would be additional services if required, and must be agreed to in writing.

SERVICE AVAILABILITY

Unless otherwise agreed to, McKinstry agrees to provide service availability during normal business hours, i.e., 7:00 AM to 4:30 PM, Monday through Friday, holidays excepted, and service at other than normal business hours, if contracted for, at the hourly rate and terms, including vehicle charges or special assessments, then in effect McKinstry.

If any emergency service call is made at Customer's request and inspection does not reveal any defect for which McKinstry is responsible, Customer will be liable for regular charges prevailing for such service. Customer acknowledges that there is a minimum charge of one (1) hour.

McKinstry shall have full and free access to the equipment to provide service. If persons other than representatives of McKinstry perform maintenance or repair of a unit of equipment, and as a result further repair by McKinstry is required, such repairs will be made at McKinstry's applicable time and material rates and terms then in effect.

EXCLUSIONS

Maintenance Service does not include: (a) water supply and drain beyond the subject equipment; (b) equipment housing, casing or enclosure; (c) electrical service beyond the equipment disconnect switch, or service requirements due to power failure; (d) damage caused by freezing; (e) work required by government codes, building and union regulations; (f) repair of damage or increase in service time resulting from accident, transportation, relocation, neglect, misuse, or other than ordinary use; (g) repair to equipment located in an unsuitable place of installation or an unsafe or hazardous environment; (h) emergency calls resulting from system design problems; (i) non-moving or non-maintainable parts, heat exchangers (all styles), coils, ductwork, and boiler vessels. Plumbing services and energy management and emergency calls resulting from energy management activities will only be included if specifically noted and agreed to within the Scope of Services.

HAZARDOUS MATERIALS

Customer acknowledges that McKinstry's obligation under this service agreement and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials, or any fungus(es) or spore(s); substance, vapor or gas produced by or arising out of any fungus(es) or spore(s); or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s). In the event such substances, wastes and materials are encountered, McKinstry's sole obligation will be to notify the Customer of their existence. McKinstry shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

DISPOSAL

Customer agrees to allow disposal of all replaced filters on site. If filter disposal is not allowed on premises, customer agrees to reimburse McKinstry for labor to transport and dispose of filters off site.

WARRANTY

McKinstry warrants that the work will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any Services. Repair work, excluding clearing stoppage, guaranteed for one (1) year. Any warranty of goods or materials shall only be that of the manufacturer. Charges for labor will be made for replacement of manufacturer's materials if deemed defective due to poor workmanship by manufacturer. McKinstry makes no other warranties expressed or implied and its technicians are NOT authorized to make such warranties.

Any warranties provided will not apply to (i) any deliverable that is modified by Customer or its employees or agents (other than a modification authorized or approved by McKinstry), (ii) any deliverable that is damaged after acceptance by Customer by any cause other than a failure that results from a breach of warranty by McKinstry, (iii) any Deliverable that is damaged after acceptance by Customer, (iv) any deliverable that is damaged after acceptance by Customer by abuse, misuse, operation other than in accordance with applicable documentation or through Customer's failure to perform routine or required maintenance, or (v) any failure of a Deliverable to be compatible with any other systems or operating environment unless such compatibility was set forth as an applicable requirement in the applicable SOW.

Customer's sole and exclusive remedy and McKinstry's entire liability for any cause of action will be to promptly re-perform any Services at McKinstry's expense or refund to Customer the fees incurred by McKinstry for that Statement of Work that gave rise to the liability.

Except as expressly set forth above, McKinstry is providing the Services and the Deliverables "as is" and "with all faults" and without any warranties or representations. McKinstry hereby disclaims all implied warranties, including any warranty of fitness for a particular purpose, any warranty of merchantability and any warranty of non-infringement.

PRICING

The pricing included is provided with the understanding that neither party shall be liable to the other party for any consequential, indirect, special, incidental, exemplary, or similar damages or losses, including loss of profits, arising out of or relating to this agreement, whether based in contract, tort, or any other theory, even if a party has been advised of the possibility of such damages and that the aggregate liability of either party shall not exceed the price of the work.

Terms & Conditions

PERFORMANCE OF WORK. McKinstry shall perform the scope of work ("Work") specified herein. McKinstry shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Customer shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for McKinstry to perform any and all aspects of the Work.

CHARGES AND TERMS. Maintenance contract charges will be invoiced in advance, except for any time and material accounts and any extra work which will be invoiced.

PAYMENTS. Customer shall pay McKinstry the compensation specified herein ("Price") for the value of Work that McKinstry has completed, as the Work is completed. Customer shall pay McKinstry within thirty (30) days of receiving an invoice. McKinstry will be entitled to interest at the maximum rate allowed by law on all sums overdue and unpaid from the date due. If payment is not made for invoiced work or for any other breach of this Agreement, McKinstry may pursue any legal remedies it may have and may suspend or terminate the service agreement.

TERM. Unless otherwise agreed to, after the initial term, this agreement shall remain in effect from year to year or until canceled by either party on 30 days written notice. Maintenance agreements will be renewed each year at an increase based on the annual Consumer Price Index (CPI) or Union Labor Contract increases, whichever is greater, not to exceed 4% annually. CPI Index will be calculated by using the annual rate for the prior calendar year rounded to the nearest whole number, Union Labor increases will be based on percentage of total salary package increase rounded to the nearest whole number. McKinstry reserves the right to adjust the price on a yearly basis due to changes in the labor or material rates.

DISPUTES. In case of dispute between the Parties, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation, then the Parties shall pursue mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, then either Party may commence binding arbitration. No litigation will be commenced by either Party unless all of the foregoing steps have been pursued to completion.

CHOICE OF LAW, VENUE. The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.

FORCE MAJEURE. Neither McKinstry nor Customer shall be considered in breach of this agreement to the extent that the Party's performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire, earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.

NO WAIVER. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

INTELLECTUAL PROPERTY. Intellectual property provided by McKinstry to Customer as part of the Work are instruments of service owned by McKinstry and are not "work made for hire" as such term is defined under U.S. copyright law. When the Work is performed to completion, McKinstry grants to Customer a limited license to use the Intellectual Property to **INDEMNIFICATION.** Each party shall indemnify and hold harmless the other party from and against all third party claims, damages, losses and expenses for bodily injury, sickness, disease, or death or destruction of tangible property but only to the extent directly caused by the negligent acts or omissions of the indemnitor.

DAMAGES LIMITATION. Neither party shall be liable for any consequential, indirect, special, incidental, exemplary, or similar, damages or losses, including loss of profits, whether based in contract or tort or any other theory, even if a party has been advised of the possibility of such damages. Furthermore, the total aggregate liability of either party, under any theory, is limited to the amount of fees paid or payable by the Customer to McKinstry for the Services giving rise to the cause of action within the calendar year.

SEVERABILITY, SURVIVAL. If any portion of this agreement shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the agreement shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.

RESTRICTIONS ON HIRING. If Customer hires or retains as an independent contractor any present or former employee of McKinstry. within 180 days subsequent to termination of this Agreement, Customer agrees to pay McKinstry the sum equal to 6 months service charge, as a reasonable reimbursement to McKinstry for its expenses in training and familiarizing the present or former employee with Customer's system.

AMENDMENT. This agreement may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

COMPLETE AGREEMENT. This agreement, including the exhibits attached hereto, is a fully integrated agreement. Any legal terms and conditions appearing elsewhere in this agreement shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing list. All previous agreements between McKinstry and Customer as to the Work are superseded by this agreement.

Service Warranty

OUR WARRANTY TO THE CUSTOMER:

McKinstry warrants to use the industry standard knowledge, efforts, skill and judgement generally applicable within the area to inspect and service the equipment listed in the Scope of Coverage in accordance with the schedule and task list of the Service Agreement. This warranty will be in effect for a period of thirty (30) days from the completion of any service. McKinstry will carry out these obligations with reasonable promptness in a workmanlike manner and strives to assure reliable equipment operation consistent with the capabilities of the equipment itself. Any warranty of goods or materials, including consumable products, shall only be that of the manufacturer, if any. Except as expressly set forth above, McKinstry is providing the services and deliverables "as is" and "with all faults" and without any warranties or representations. McKinstry hereby disclaims all implied warranties, including any warranty of fitness for a particular purpose, any warranty of merchantability and any warranty of non-infringement.

ISSUES NOT COVERED BY THIS WARRANTY:

This warranty shall not apply to equipment which (a) have been opened, disassembled, repaired, or altered by anyone other than McKinstry or its authorized representatives; or (b) have been subjected to misuse, negligence, accidents, damage, or abnormal use or service; or (c) have been operated, installed, or started up in a manner contrary to the manufacturer's instructions, or (d) have been exposed to contaminants, or corrosive agents, chemicals, or minerals, or (e) have not been fully paid for by Owner. This warranty shall not apply to consumable and/or expendable items, including filters, refrigerants, fluids, and/or lubricants.

LIMITS OF LIABILITY

In no case shall McKinstry, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any indirect, incidental, punitive, special, or consequential damages arising from the use of McKinstry's Service or for any other claim related in any way to McKinstry's work, even if advised of their possibility. Customer's sole and exclusive remedy and McKinstry's entire liability for any cause of action will be for McKinstry to promptly re-perform any services at McKinstry's expense or refund to Customer the fees incurred by McKinstry for that Statement of Work that gave rise to the liability. McKinstry makes no other warranties expressed or implied and its technicians are NOT authorized to make such warranties.

HOW TO OBTAIN SERVICE UNDER THIS WARRANTY:

To obtain services under this warranty, the Customer must file a claim with their assigned McKinstry Account Executive within 30 days of discovery of the defect.

Service Contacts

McKinstry is staffed to respond to your service requests 24-hours a day/365 days per year. Our goal is to meet and exceed your expectations in everything we do.

To assure the quickest and best response from our Service Team, please direct all service requests and service technician scheduling issues to our Dispatch Team or Regional Accounts Team. They are equipped to respond quickly and efficiently to all requests. Every time you request service, your issue is time and date stamped for prioritizing and tracking purposes.

Listed below, are your service contacts, their phone numbers and email addresses and a brief description of their responsibilities. We encourage you to contact any team members as they are dedicated to providing you the highest quality service in the Northwest. These contacts are available during standard business hours of 7:00 AM to 4:30 PM. For after hours emergency service, see our emergency response procedures.

OPERATIONS/DISPATCH TEAM

Spokane Dispatch phone (509) 625-3100 email: spokane_dispatch@mckinstry.com

Our operation coordinator is your first point of contact for service calls, arranging repair or scheduled maintenance visits scheduling field technicians in addition to billing, collections and other operational issues.

SERVICE ACCOUNT EXECUTIVE

Kiel Hutchinson phone: (509) 625-3100 KielH@McKinstry.com

Your Account Executive is responsible for maintaining personal contact with you and assuring that McKinstry Service meets and exceeds your expectations. In addition, he will serve as your liaison with all other departments within McKinstry and is responsible for aligning you with any McKinstry resources you need to help you take care of your facility.

DEPARTMENT MANAGERS

Operations Director

Steve Knowles phone (206) 764-1719 email stevekn@mckinstry.com

Our Operations/Dispatch, Billing, Service Technicians and Account Executive all report to our Regional Service Leader. If you have questions about our processes or issues with our Service Team, feel free to talk to our Operations Director

Business Unit Manager

Paul Steinheiser phone (509) 482-3323 email: pauls@mckinstry.com

Our Business Unit Manager is responsible for assuring that your entire service experience meets and exceeds your expectations. Please contact him if you have comments, positive or negative, on our performance or if your regular contact is not available.

Obtaining Service

McKinstry Service has a large fleet of vehicles with licensed, union trained technicians available to respond to your needs. Each on-call technician is permanently assigned with the needed technology and smart-phone to enable quick response to emergency situations.

SPOKANE EMERGENCY RESPONSE

REGULAR SERVICE CALLS: (509) 625-3100 the switchboard will direct your call (Normal working hours are Monday - Friday, 7:00 AM - 4:30 PM).

EMERGENCY SERVICE AFTER HOURS: (509) 625-3100 (You will be connected to our after-hours operator.)

The appropriate technician will be notified and your call will be returned within 15 minutes.

For non-emergency or next business day service messages (after-hours), call (509) 482-2775 and you will be transferred to our after-hours operator. Your call will be returned the next normal business morning.



UA STAR Certified Technicians

RIGOROUSLY TRAINED; HIGHLY QUALIFIED

It's your guarantee that you're getting the best-trained heating, cooling, plumbing & fitting service technicians available in the industry. The United Association S.T.A.R. Certification means these technicians have completed a stringent 5 year training program and have passed the UA S.T.A.R. Certification exam, giving them service journeyman status and over 30 hours of college credit toward an Associates Degree in HVACR or Construction Supervision. The UA S.T.A.R. Program was developed jointly by the UA and Ferris State University, one of the most highly acclaimed providers of education programs in the mechanical industry. Technicians are tested by an independent testing corporation NITC.

Tested for expertise in:

| | | |
|--------------------|-------------------|------------------|
| Mechanical Systems | Steam System | Safety |
| Electrical Systems | Plumbing | Mathematics |
| Controls | Ventilation | Customer Service |
| Air Conditioning | Piping | Refrigeration |
| Heating | Lifting Equipment | |

These technicians work more efficiency, work safer and work smarter. Your job gets completed on time and you save money because the work is done efficiently. And you have the peace of mind of knowing it's done right!



VALUE

McKinstry will actively work toward reducing your operational costs by focusing on your system holistically as opposed to just considering individual pieces of equipment. We will keep you involved in the process and always use resources, methods and materials that provide the best long term value to your needs.

SATISFACTION

McKinstry will resolve issues to your satisfaction. We will strive to continually improve our level of service by actively measuring customer satisfaction and acting on the recommendations from our customers.

COMMUNICATION

McKinstry will patiently listen to our clients and then provide timely, respectful and comprehensive communication to them. We will notify our customers prior to arriving on site, checking in with the appropriate site contact, documenting our findings in writing, providing solutions on site whenever possible and checking out with the appropriate site contact. We will keep our clients involved in the process. We will do what we say and say what we do.

SAFETY

McKinstry will provide a culture of safety first and perform all work in a professional manner that puts the safety of our team and our client's team first and foremost. We will always leave your facility cleaner and safer than we found it.

PEOPLE

McKinstry will hire, train and retain the most qualified, committed and professional office staff and field technicians in the facility service industry. We will empower our people to take ownership, responsibility and accountability by providing them with them with the appropriate resources, training and coaching.

INTEGRITY

McKinstry will be honest, ethical, fair and equitable in all business dealings with our clients, suppliers and employees.



Agenda Sheet for City Council Meeting of: 09/12/2022

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|------------------------------|---------------|
| <u>Date Rec'd</u> | 8/23/2022 |
| <u>Clerk's File #</u> | OPR 2019-0812 |
| <u>Renews #</u> | |

| | | | |
|----------------------------------|---|-----------------------------|--|
| <u>Submitting Dept</u> | WASTEWATER MANAGEMENT | <u>Cross Ref #</u> | |
| <u>Contact Name/Phone</u> | MARLENE FEIST 6505 | <u>Project #</u> | |
| <u>Contact E-Mail</u> | MFEIST@SPOKANECITY.ORG | <u>Bid #</u> | |
| <u>Agenda Item Type</u> | Contract Item | <u>Requisition #</u> | |
| <u>Agenda Item Name</u> | 4310 RATE STRUCTURE ANALYSIS CONTRACT RENEWAL | | |

Agenda Wording

This renewal #1 of 2 regarding OPR 2019-0812 The original contract allowed two additional one-year contract renewals, this being the first one-year renewal of the two.

Summary (Background)

Contract for rate structure analysis of Water, Sewer, and Stormwater utilities by FCS Group not to exceed \$260,000.00 annually including tax. This service will result in a clear nexus between utility charges and the City's cost to provide those services.

| | | |
|------------------------------------|------------------------------|---|
| Lease? NO | Grant related? NO | Public Works? YES |
| <u>Fiscal Impact</u> | <u>Budget Account</u> | |
| Select \$ | # | |
| Select \$ | # | |
| Select \$ | # | |
| Select \$ | # | |
| <u>Approvals</u> | | <u>Council Notifications</u> |
| <u>Dept Head</u> | LOWDON, MICHAEL | <u>Study Session\Other</u> 8/22 PIES |
| <u>Division Director</u> | FEIST, MARLENE | <u>Council Sponsor</u> CM Kinnear |
| <u>Finance</u> | ALBIN-MOORE, ANGELA | <u>Distribution List</u> |
| <u>Legal</u> | SCHOEDEL, ELIZABETH | hbarnhart@spokanecity.org |
| <u>For the Mayor</u> | ORMSBY, MICHAEL | kkeck@spokanecity.org |
| <u>Additional Approvals</u> | | mhughes@spokanecity.org |
| <u>Purchasing</u> | | Tax & Licenses |
| | | rhulvey@spokanecity.org |
| | | eschoedel@spokanecity.org |
| | | |

Committee Agenda Sheet

[COMMITTEE]

| | |
|---|--|
| Submitting Department | Wastewater Management |
| Contact Name & Phone | Raylene Gennett |
| Contact Email | RGennett@spokanecity.org |
| Council Sponsor(s) | Lori Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Contract Renewal |
| Summary (Background) | <p>Renewal of OPR 2019-0812</p> <p>Contract for rate structure analysis of Water, Sewer, and Stormwater utilities by FCS Group not to exceed \$260,000.00 annually including tax. This service will result in a clear nexus between utility charges and the City's cost to provide those services.</p> <p>FCS Group is to provide an ongoing rate structure analysis for the Water, Sewer, and Stormwater utilities. This is the first renewal of two renewal options.</p> |
| Proposed Council Action & Date: | Approve 8/22/2022 |
| Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p> | |

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A – This work is designed to manage costs and continue service delivery in support of all citizens and ratepayers. It will not impact, racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This Contract renewal is consistent with the City's requirement for helping align City policies regarding rates and ensure covering the costs of utility services provided.



City of Spokane
CONTRACT RENEWAL #1 of 2
Title: Rate Structure Analysis

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Financial Consulting Solutions, d/b/a FCS Group**, whose address is 7525 166th Avenue NE, Suite D-215, Redmond, Washington 99052 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to perform Rate Structure Analysis of the City's Water, Sewer, and Stormwater Utility Rates; and

WHEREAS, the original Contract allows for additional renewals, this being renewal #1 of 2, therefore this Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated October 16, 2019, any previous amendments, renewals and / or extensions / 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 Renewal shall become effective on October 1, 2022 and shall end September 30, 2023.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **TWO HUNDRED SIXTY THOUSAND AND 00/100 (\$260,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Consultant 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.

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 Renewal by having legally-binding representatives affix their signatures below.

**FINANCIAL CONSULTING SOLUTIONS,
d/b/a FCS GROUP**

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:

Certificate of Debarment

U2022-057

ATTACHMENT 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) |



Agenda Sheet for City Council Meeting of:

09/12/2022

| | |
|-----------------------|---------------|
| Date Rec'd | 8/18/2022 |
| Clerk's File # | OPR 2011-0467 |
| Renews # | |

| | | | |
|---------------------------|---|----------------------|----------|
| Submitting Dept | SOLID WASTE COLLECTION | Cross Ref # | |
| Contact Name/Phone | CHRIS AVERYT 625-6540 | Project # | |
| Contact E-Mail | CAVERYT@SPOKANECITY.ORG | Bid # | 3610-09 |
| Agenda Item Type | Contract Item | Requisition # | CR 23923 |
| Agenda Item Name | 4500 CONTRACT EXTENSION FOR RECYCLING SERVICES AT THE SMART | | |

Agenda Wording

Five-year contract extension/amendment with WM Recycle America, LLC (Spokane Valley, WA) for processing and marketing recycling materials -- estimated annual expenditure \$2,232,000 (first year), estimated annual revenue \$1,315,000 (first year).

Summary (Background)

The City of Spokane and surrounding areas implemented Single Stream Recycling in 2012. Prior to the start, RFP #3610-09 was issued to select a company to build and operate a facility to process and market recycling materials collected from this program. Waste Management constructed the Spokane Materials and Recycling Technology (SMaRT) Center adjacent to the Waste-to-Energy Facility. Both Solid Waste Departments utilize the facility for recycling materials collected from residential

| | | |
|----------------------|-------------------|-----------------------|
| Lease? NO | Grant related? NO | Public Works? NO |
| Fiscal Impact | | Budget Account |

| | | |
|---------|--------------|--------------------------------|
| Expense | \$ 2,200,000 | # 4500-45100-37148-54201-19017 |
| Expense | \$ 32,000 | # 4490-44100-37148-54201-99999 |
| Revenue | \$ 1,300,000 | # 4500-44200-37060-36911-99999 |
| Revenue | \$ 15,000 | # 4490-44110-37079-36911-99999 |

| | | | |
|-----------------------------|---------------------|--|-----------------|
| Approvals | | Council Notifications | |
| Dept Head | AVERYT, CHRIS | Study Session\Other | PIES 08.22.2022 |
| Division Director | FEIST, MARLENE | Council Sponsor | CM Kinnear |
| Finance | ALBIN-MOORE, ANGELA | Distribution List | |
| Legal | HARRINGTON, | caveryt@spokanecity.org | |
| For the Mayor | PERKINS, JOHNNIE | rschoonover@spokanecity.org | |
| Additional Approvals | | jsalstrom@spokanecity.org | |
| Purchasing | PRINCE, THEA | Tax & Licenses | |
| | | mdorgan@spokanecity.org | |
| | | tprince@spokanecity.org | |
| | | Signer - Jason Rose, President, jrose@wm.com | |



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

and commercial customers, along with materials self-hauled to Waste-to-Energy. The initial term was for ten (10) years, with the option to extend for two (2) additional five-year periods. This is the first extension as allowed in the original contract. The rate structure for single stream (unsorted) loads has been amended during this contract extension. For processing and marketing recycling materials, Solid Waste Collection (unsorted loads) will pay \$110.30/ton the first year, \$130.30/ton the second year, with increases based off the Consumer Price Index the following years. Solid Waste Disposal (presorted loads) will continue to pay \$52.00/ton with annual increases based off the Consumer Price Index. Both departments will continue to receive 75% profit from the sale of recycling materials. Account growth and market conditions will impact future years.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

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Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability Committee

| | |
|---------------------------------|--|
| Submitting Department | Solid Waste Collection & Disposal |
| Contact Name & Phone | Chris Averyt / 509.625.6540 |
| Contact Email | caveryt@spokanecity.org |
| Council Sponsor(s) | CM Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Contract Extension for the Processing of Recyclables at Waste Management's SMaRT Center |
| Summary (Background) | <ul style="list-style-type: none"> Spokane's curbside recycling program was implemented in 1990, in compliance with Washington State Law and the Comprehensive Solid Waste Management Plan. In 1992, the City's recycling program broadened to include commercial businesses and multi-family dwellings. Bid #3610-09 was issued in 2009 to locate a company able to provide a Material Recovery Facility (MRF) in the Spokane area which would allow the City and surrounding areas to change their recycling operation to an improved process known as Single Stream Recycling. Waste Management was the successful responsive bidder and awarded the contract. Waste Management constructed a Materials Recovery Facility (MRF) next to the Waste to Energy Plant which was completed in 2012. It became known as the Spokane Materials and Recycling Technology (SMaRT) Center. This new and improved recycling program allowed customers to recycle a larger amount of materials and many additional products. Upgrading from 18-gallon bins sorted by hand at the curb to 64-gallon carts picked up by automated trucks, reduced on-the-job injuries and increased operational efficiencies. The City went from 15 recycling routes down to 11 at the time of implementation. The SMaRT Center also processes recycling that is self-hauled by citizens to the Waste to Energy Plant. The contract provisions allow the City to extend the agreement for two (2) additional five (5) year terms. The original ten (10) year term expires September 30, 2022. The recycling market has seen drastic changes over the past ten (10) years. China's National Sword policy enacted in 2018 had the biggest impact. This policy banned the import and processing of most types of plastics and other materials into their country. Prior to this policy, the United States shipped a majority of its plastics overseas, particularly to China. As a result, costs to process went up, revenue went down. The processing fees charged to the City have increased by 17% over the past ten (10) years; this was based on annual CPI adjustments. |

| | |
|---|---|
| | <ul style="list-style-type: none"> Waste Management’s SMaRT Center costs for labor/wages, disposal and repairs/maintenance have increased by 60% – 79% over the past ten (10) years; data and examples were provided. Approximately \$13.5 million will be invested into capital improvement projects at the SMaRT center in 2023-2024. This will upgrade their sorting equipment with state-of-the-art automation and technology to improve capture rates with the better separation of materials and less residue, the ability to potentially add other commodities to be recycled and less dependence on hand-sorting. This makes the recyclables more desirable and maximizes revenues. Waste Management is requesting an adjustment to their processing fees for Solid Waste Collection so they can continue to provide the City a viable operating system at the SMaRT Center and evolve as the market changes. They are proposing the following increases: <u>Phase 1</u> – On October 01, 2022, a \$25/ton increase is implemented resulting in a processing fee of \$110.30/ton; there would be no CPI increase in 2023. <u>Phase 2</u> – On January 01, 2024, a \$20/ton increase is implemented resulting in a processing fee of \$130.30/ton; there would be no CPI increase in 2024. <u>CPI Factor</u> – The currently defined annual CPI process would be re-instated with the next CPI change effective January 01, 2025. Solid Waste Disposal’s processing fee will remain at \$52/ton with annual CPI increases throughout the contract extension. The Waste to Energy Plant presorts their materials which significantly reduces the manpower required to process their recyclables, resulting in a much lower rate. The revenue share agreement for both departments will remain the same as the previous term; the City will continue to receive 75% of the market revenue per ton. |
| Proposed Council Action & Date: | Council Consent on 09/12/22 |
| Fiscal Impact: Total Cost: <u>Annual estimated expenditure (1st year) -- Solid Waste Disposal: \$32,000; Solid Waste Collection: \$2,200,000. Following years’ costs will increase based off of the previous year’s CPI-U and Phase 2 of the rate proposal for Solid Waste Collection. Annual estimated expenditure expected to possibly reach approximately (final year) – Solid Waste Disposal: \$38,000; Solid Waste Collection: \$2,800,000.</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Solid Waste Collection & Disposal Department’s Operating Budget | |

Expense Occurrence ☐ One-time ☒ Recurring

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

Estimated Revenue: Annual estimated revenue (1st year) -- Solid Waste Disposal: \$15,000; Solid Waste Collection: \$1,300,000. With the capital improvements to the SMaRT center and the recycling commodity market starting to improve, it is anticipated that the annual revenue will increase over term of this contract extension.

There is a monthly revenue generating component to this contract. Recyclables delivered by or on behalf of the City are marketed and sold producing a net revenue credit which is applied against processing fees and/or bypass charges. The net revenue credit that the City receives is 75% of the revenue per ton from those sales. The costs to process the materials and any material that was bypassed for not being an allowed commodity (over the 10% allowance) is applied against the revenue. The recycling market has a large impact on the month to month invoice or credit received.

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Monthly reports are received from the SMaRT Center to assist with monitoring the volume and materials that are being processed monthly. Reports in FMS are run to compare revenue vs. expense on this contract. Periodically, hands-on recycling audits are done at the processing facility, which help identify areas of improvement. The City's efforts in education and outreach help curb contamination and encourage recycling for residential and commercial customers. This outreach is worked on internally and as part of a waste reduction taskforce that includes members from other municipalities, various agencies, schools and businesses.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Comprehensive Plan - NE 5.4 PROFIT FROM WASTE: Recruit industries that can make use of and profit from Spokane's solid waste in a manner that minimizes or mitigates environment.

Comprehensive Plan - CFU 5.5 WASTE REDUCTION AND RECYCLING: Provide integrated, efficient, and economical solid waste management services in a manner that encourages and promotes waste reduction and recycling and minimizes environmental and public health impacts.



City of Spokane

**CONTRACT AMENDMENT /
EXTENSION #1 of 2**

Title: **Recycling Service Agreement**

This Contract Amendment / Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **WM Recycle America, LLC.**, whose address is 11321 East Indiana Avenue, Spokane Valley, Washington 99206 as ("**Contractor**"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the **Contractor** agreed to provide Recycling and Marketing Services for the City; and*

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated June 14, 2011, 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 / Extension shall become effective on October 1, 2022 and shall end September 30, 2027.

3. AMENDMENT.

The original Contract is expanded to include the following:

Renegotiated Processing Fees and Fee Schedule as follows:

Solid Waste Collection:

- **Phase 1 – On October 01, 2022, a \$25/ton increase is implemented resulting in a processing fee of \$110.30/ton; there will be no CPI increase in 2023.**
- **Phase 2 – On January 01, 2024, a \$20/ton increase will be implemented resulting in a processing fee of \$130.30/ton; there will be no CPI increase in 2024.**

- The currently defined annual CPI process will be re-instated with the next CPI change effective January 01, 2025.
- The commodity Revenue Share will remain unchanged (75% Spokane/25% WM).

Solid Waste Disposal (Waste to Energy Facility)

- The processing fee will remain at \$52/ton for presorted recycling materials.
- The currently defined annual CPI process will continue.
- The commodity Revenue Share will remain unchanged (75% Spokane/25% WM).

4. COMPENSATION.

The City shall pay an annual estimated expenditure not to exceed **TWO MILLION TWO HUNDRED THIRTY-TWO THOUSAND AND NO/100 DOLLARS (2,232,000.00)** for everything furnished and done under this Contract Amendment / Extension.

Breakdown applied as follows:

SOLID WASTE DISPOSAL: THIRTY-TWO THOUSAND AND NO/100 DOLLARS (\$32,000.00)

SOLID WASTE COLLECTION: TWO MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,200,000.00).

Following years' costs will increase based off the previous years' CPI-U and Phase 2 of the rate proposal for Solid Waste Collection.

Annual expenditure expected to possible reach approximately: Solid Waste Disposal: Thirty-Eight Thousand and No/100 Dollars (\$38,000.00); Solid Waste Collection: Two Million Eight Hundred Thousand and No/100 Dollars (\$2,800,000.00).

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

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

WM RECYCLE AMERICA, 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:

Renegotiated processing fees and new processing fee schedule

U2022-060

From: [Jones, Robert](#)
To: [Averyt, Chris](#)
Subject: Capital Project at SMaRT
Date: Tuesday, August 2, 2022 12:13:32 PM
Attachments: [image003.png](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Chris,

We are working through the final project details now and hope to have approval sometime in late Q3 or early Q4 to proceed. Here are some of the high-level details.

WM is targeting a \$13.5M investment in 2023-2024 at SMaRT Center in Spokane, WA to upgrade our sorting technology. This investment will position SMaRT as a premier recycling center in the Pacific Northwest with state-of-the-art automation and technology. The expected benefits are multifold:

- Improved capture rates:
 - Less recyclables in residue and more recyclables being sold to market for re-use.
 - Better segregation of material (i.e., less OCC in mixed paper, separating #5 plastics from 3-7s).
- Improved commodity quality enhances market stability and demand for SMaRT Center materials, thus allowing pricing flexibility to maximize outbound revenues.
- Better flexibility to adjust to evolving markets. As example, the ability to capture and market film is something WM is actively evaluating and if successful would be implemented at SMaRT.
- Reduces variable cost exposure through automation. MRFs across the Country are struggling to attract & retain at the sorter position and SMaRT is no different. High turn-over coupled with rising inflation is a significant problem that MRFs are having to face right now. By investing in automation at SMaRT, we'll be able to reduce our manual sorting reliance and create new, better paying positions at the technician/maintenance level.

This is a very exciting project and opportunity for SMaRT Center and the City of Spokane. It helps create longevity and stability for recycling services in the greater Spokane area and is a testament to our commitment to environmental stewardship with our partnering communities.

Should you have any questions, please let me know and I'll be happy to further discuss.

Thank you,
Rob

Robert M. Jones
Area Director – Recycling & Transportation Operations
Pacific Northwest / British Columbia

rjones40@wm.com

720 4th Avenue, Suite 400
Kirkland, WA 98033
Cell: (425) 247-6518



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From: Averyt, Chris <caveryt@spokanecity.org>

Sent: Monday, August 1, 2022 2:54 PM

To: Jones, Robert <rjones40@wm.com>

Subject: [EXTERNAL] Capital Overview

Hi Rob,

Have you had a chance to put together the capital overview that we discussed for improving sorting? If you can get that to me as soon as you can, I would appreciate it. Thanks.

Chris



Chris Averyt | City of Spokane | Director – Solid Waste Management

O: 509.625.6540 | caveryt@spokanecity.org | spokanecity.org

From: [Jones, Robert](#)
To: [Averyt, Chris](#)
Subject: City of Spokane - Recycling Contract
Date: Friday, July 15, 2022 10:34:41 AM
Attachments: [image001.png](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Chris,

We appreciate your feedback and partnership. Our mutual interest is to extend this critical contract and continue providing a valuable, environmentally conscious service to the residents and businesses of Spokane. We have taken into consideration all of your input and tried to sharpen our pencil as best possible knowing this is a long-term partnership and that the extension needs to work for both parties.

Here are the details of our revised offer:

- Phase 1 – On October 01, 2022, a \$25/ton increase is implemented resulting in a processing fee of \$110.30/ton; there would be no CPI increase in 2023.
- Phase 2 – On January 01, 2024, a \$20/ton increase is implemented resulting in a processing fee of \$130.30/ton; there would be no CPI increase in 2024.
- The currently defined annual CPI process would be re-instated with the next CPI change effective January 01, 2025.
- The commodity Revenue Share would remain unchanged (75% Spokane/25% WM).

Commodity values will continue to fluctuate with the market, but as discussed, we are looking to invest in new technology at SMaRT to improve capture rates and produce a higher quality product. Blended value through the second half of 2021 (July-Dec) was \$102.15/ton. Markets remain strong into 2022, with a YTD avg blended value of \$82.19, but are being negatively impacted by fuel costs. My crystal ball is as good as yours, but once fuel normalizes, we are forecasting blended values to rise between \$90-100/ton again.

Give me a call to discuss when you get some time.

Thank you,

Robert M. Jones

Area Director – Recycling & Transportation Operations

Pacific Northwest / British Columbia

rjones40@wm.com

720 4th Avenue, Suite 400

Kirkland, WA 98033

Cell: (425) 247-6518



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Recycling is a good thing. Please recycle any printed emails.



June 10, 2022

Mr. Chris Averyt
Director of Solid Waste Management
City of Spokane
2900 South Geiger Blvd
Spokane, WA 99224

Sent via email only

RE: City of Spokane Contract Extension for Recycling Processing Services

Dear Mr. Averyt,

WM values its partnership with the City of Spokane and is committed to continuing to provide industry leading recycling services. This letter outlines updates needed to our contract. We look forward to continuing recycling processing for the Spokane community.

The Spokane Materials and Recycling Technology (SMaRT) Center is the centerpiece of a regional strategy to reduce waste and boost recycling. The SMaRT Center opened in 2012, paving the way for convenient, efficient collection of mixed recyclables for Spokane residents and businesses. Over the last 10-years, SMaRT and the City of Spokane have developed and implemented a robust recycling program promoting sustainability and preventing several hundred thousand tons of recyclables from being landfilled.

It's important to continue this valuable program and WM's Smart Center is uniquely positioned to remain your recycling processing partner. The market conditions have changed dramatically since the inception of our contract. Ensuring a sustainable program requires adjustments to the contract pricing. In recognition of our long-term partnership, and to align with your rate setting cycle, we're offering a phased approach to bring the processing contract to an appropriate market rate. Specifically, we propose:

- Phase 1 – On October 1, 2022, a \$29.90/ton increase is implemented resulting in a processing fee of \$115.20/ton; there would be no CPI increase in 2023.
- Phase 2 – On January 1, 2024, an increase of \$35.90/ton is implemented resulting in a processing fee of \$151.10/ton.
- The currently defined annual CPI process would be re-instated with the next CPI change effective 10/1/2024.
- The commodity Revenue Share would remain unchanged (75% Spokane/25% WM).

The adjustments listed above are critical to align the contract with the current market and ensure an economically viable program. Much has changed since 2013, and frankly, the contract's pricing mechanism has not kept up with these changes. For example, direct labor costs – the single largest program expense – have risen over 73% since inception, impacted by rising minimum wage requirements and changing global policies, such as China Sword, have forced SMaRT to add

additional labor resources to meet enhanced material acceptance criteria and maintain viable, sustainable end-markets for our commodities.

By contrast, our contract processing rate per ton has increased less than 17% over the same period. Other costs, too, have significantly increased including maintenance & repairs (up 73%) and disposal costs for the residuals (up 79%).

Provided below is a summary table highlighting some of the most notable cost per ton changes between FY 2013 and FY 2021:

| Description | % Change |
|--------------|----------|
| Disposal | 79.20% |
| Direct Labor | 73.33% |
| M&R | 73.15% |
| Ops Support | 60.01% |

| | |
|-------------------------|---------|
| Blended Commodity Value | -12.01% |
|-------------------------|---------|

| | |
|----------------------------|--------|
| Contracted Processing Rate | 16.63% |
|----------------------------|--------|

- Disposal Costs for MRF residuals have increased 79.20%.
- Direct Labor Costs have increased 73.33%. Direct Labor covers the hourly employees who physically manage the material (sorters, heavy equipment operators, forklift drivers).
 - WA State minimum wage in 2013 was \$9.19/hour and effective 1/1/2022 is \$14.49/hour (57.67% increase). For Seattle, effective 1/1/2022, minimum wage is \$17.27/hour, which further drives up wages and labor competition across the State.
 - Even though the state minimum wage is at \$14.49, WM is paying a starting wage of \$15.50 to attract and retain sorters.
- Maintenance and Repairs (M&R) costs have increased 73.15%. M&R costs include technician wages, equipment, tools, parts, and equipment repairs. Here are a few examples:
 - Conveyor belt in 2013 cost: \$800 per belt. Conveyor belt in 2022 cost: \$2,400 per belt (200% increase).
 - Volvo loader in 2015 cost: \$296,000. Volvo loader in 2022 cost: \$358,000 (21% increase).
 - Loader tires in 2015 cost: \$19,000. Loader tires in 2022 cost: \$23,000 (22% increase).
- Ops Support costs have increased 60.01%. Ops support costs include Scale House & Management wages, taxes, grounds & building maintenance, and utilities.
- 2013 City contracted processing rate was \$69.09/ton, and 2021 processing rate was \$80.58/ton (16.63% increase). The CPI has not kept pace with labor and equipment costs.

As mentioned above, China Sword, which was enacted in 2018, also had an unanticipated negative impact on our labor costs. The following chart reflects the 23% increase in regular and overtime labor hours year over year from 2017 to 2018, as we increased sorting and the removal of residue to achieve the higher material quality requirements of China Sword.

| Year | Reg Hrs | OT Hrs | Total |
|---------------------|------------|----------|------------|
| 2017 | 93,277.00 | 3,638.00 | 96,915.00 |
| 2018 | 114,536.00 | 4,411.00 | 118,947.00 |
| YOY Increase | 21,259.00 | 773.00 | 22,032.00 |

We need your continued help to combat the adverse impact of recycling contamination. The best way to ensure recyclables have a second life is starting with high-quality inbound tons. Contamination is an on-going challenge which negatively impacts operating efficiency, material quality, and drives up processing costs. Here are a few videos with more details:

- [Plastic bags cause damage, disruption at Spokane recycling center | krem.com](#)
- [SMART Center bogged down by Christmas lights | krem.com](#)

Compounding the imbalance between costs and processing rates, the commodity values have declined. Since setting the initial rates for the contract in 2013, the blended commodity value has decreased over 12%.

Despite the economic deterioration of this contract, WM has remained your committed partner. We've stood by our commitment to provide superior processing in the past. And you can expect the same in the future. Thank you for the opportunity to serve the City of Spokane, its residents, and businesses.

Also, important to note, as part of our on-going commitment and forward-looking strategy, WM is actively evaluating several large-scale automation projects at the SMaRT Center over the next couple years. The primary focus of these projects is to add more automated equipment to the sorting process, which will help stabilize labor costs, recover more recyclables while improving the quality and value of the recovered commodities. Increasing the amount of recyclables recovered and providing higher quality commodities for the marketplace is important to both the City and WM under the commodity revenue share (City 75%, WM 25%) clause in the contract.

If you have questions, please don't hesitate to contact me at (509) 435-6961 or kgimpel1@wm.com.

Best Regards,

A handwritten signature in black ink, appearing to read 'Ken Gimpel', with a stylized flourish extending from the end.

Ken Gimpel
Senior Manager Business Development



Agenda Sheet for City Council Meeting of:
09/12/2022

| | |
|-----------------------|---------------|
| Date Rec'd | 8/22/2022 |
| Clerk's File # | OPR 2022-0626 |
| Renews # | |

| | | | |
|---------------------------|--|----------------------|---------|
| Submitting Dept | ENGINEERING SERVICES | Cross Ref # | |
| Contact Name/Phone | DAN BULLER 625-6391 | Project # | 2019164 |
| Contact E-Mail | DBULLER@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Contract Item | Requisition # | |
| Agenda Item Name | 0370 - INTERLOCAL AGREEMENT DEPT OF TRANSPORTATION TRENT UNDERCROSSING | | |

Agenda Wording

Interlocal Agreement with Washington State Department of Transportation to reimburse DOT for construction of trail segment under the Trent Avenue Bridge. Total cost estimate of \$192,144.62.

Summary (Background)

This interlocal agreement will allow for the City to reimburse the Department of Transportation for costs incurred to add a trail underneath the Trent Avenue Bridge. This trail would greatly improve pedestrian safety and is part of a broader Centennial Trail to Ben Burr Trail connection.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

| | | | |
|---------|---------------|------------------------------|-----|
| Expense | \$ 192,144.62 | <u>Budget Account</u> | # 0 |
| Select | \$ | | # |
| Select | \$ | | # |
| Select | \$ | | # |

Approvals

| | | | |
|---------------------------------|----------------------|-------------------------------------|------------------------|
| <u>Dept Head</u> | BULLER, DAN | <u>Council Notifications</u> | |
| <u>Division Director</u> | FEIST, MARLENE | <u>Study Session\Other</u> | PIES 8/22/22 |
| <u>Finance</u> | ALBIN-MOORE, ANGELA | <u>Council Sponsor</u> | Kinnear, Beggs, Bingle |
| <u>Legal</u> | HARRINGTON, MARGARET | <u>Distribution List</u> | |
| <u>For the Mayor</u> | PERKINS, JOHNNIE | | |

Additional Approvals

| | | |
|--------------------------|--|--------------------------|
| <u>Purchasing</u> | | jgraff@spokanecity.org |
| | | ddaniels@spokanecity.org |
| | | dbuller@spokanecity.org |
| | | |

Committee Agenda Sheet

PIES

| | |
|--|--|
| Submitting Department | Public Works, Engineering |
| Contact Name & Phone | Dan Buller 625-6391 |
| Contact Email | dbuller@spokanecity.org |
| Council Sponsor(s) | Lori Kinnear |
| Select Agenda Item Type | X Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | Centennial Trail to Ben Burr Connection |
| Summary (Background) | <ul style="list-style-type: none"> • Engineering Services has been working with WSDOT for several years to include a segment of trail as part of WSDOT's on-going Trent Bridge replacement project. • This trail segment is part of a broader Centennial Trail to Ben Burr Trail connection as pictured in the attached exhibit. • The proposed trail segment beneath Trent Ave. would greatly improve the safety of crossing this busy truck route. • Engineering Services has negotiated a change order into WSDOT's on-going Trent Bridge replacement project. The cost is slightly less than \$200,000. • If approved by council, this trail segment would be constructed by next summer. • The remaining two gaps in this trail as pictured on the attached exhibits will be constructed in upcoming not yet funded projects. |
| Proposed Council Action & Date: | Approval of agreement with WSDOT |
| Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes X No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors. | |

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.



DRAFT GCB 2977

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into between City of Spokane, a municipal corporation of the State of Washington, hereinafter referred to as “Local Agency,” and Washington State Department of Transportation, hereinafter referred to as “WSDOT,” hereinafter to be referred to individually as the “Party” and collectively as the “Parties.”

1. The LOCAL AGENCY is planning to construct a trail beneath the currently under construction SR290 East Trent Bridge, hereinafter referred to as the “Bridge Project”, connecting to the existing trail to the south and extending far enough north to get above the Spokane River ordinary high-water mark, hereinafter referred to as the “Trail PROJECT,”
2. The Local Agency desires to make this improvement in conjunction with WSDOT’s current Bridge project, to most effectively coordinate City improvements with WSDOT improvements, disturb the Spokane River and surrounding area only once, and most effectively utilize public resources by having the same contractor do all the work in this area.
- 3 The Local Agency shall reimburse WSDOT for all actual direct and related indirect costs incurred by WSDOT for the added change order work to the Bridge Project as shown in Exhibit A.
4. WSDOT and the Local Agency now wish to define each Party’s responsibilities for design, construction, inspection, materials testing, costs, and Bridge Project acceptance.

Now, therefore, by virtue of Title 39.34 RCW, pursuant to the above recitals that are incorporated herein as if fully set forth below and in consideration of the terms, conditions, covenants and performances contained in or the attached Exhibits A and B by this reference made a part of this Agreement,

It is mutually agreed as follows:

1. Pre-Construction and Construction Provisions:

- 1.1 The Trail Project plans, specifications, and special provisions (Trail Project Documents) are to be prepared in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, 2020 edition, and amendments thereto (2020 Standard Specifications), and the Washington State Department of Transportation Design Manual, M 22-01, current version, unless otherwise noted.

2. WSDOT Responsibilities

- 2.1 Review city design of proposed trail.

- 2.2 Negotiate and execute change order with Contractor.
- 2.3 Utilize river/environmental protection measures installed for bridge construction to construct the proposed trail.
- 2.4 Provide construction inspection of trail construction in consultation with the City construction management team.
- 2.5 Pay Contractor (to be reimbursed by City)

3. Local Agency Responsibilities:

- 3.1 Obtain necessary permitting for the Project.
- 3.2 Mitigate any disruption to WSDOT's proposed mitigation areas.
- 3.3 Design the proposed trail beneath the bridge (including paving) in such a way that complies with permit requirements and does not negatively impact WSDOT's abutment armoring.
- 3.4 Consult with WSDOT during the construction phase of the proposed trail.
- 3.5 Pay WSDOT to act as lead agency and construct the proposed trail, which shall include all WSDOT direct and related indirect costs associated with the Trail Project.
- 3.6 Upon completion, maintain and repair the paved pathway, at its sole expense, so as to not negatively impact WSDOT's infrastructure.
- 3.7 Survey (stake) the trail/path within 3 days of Contractor's request for survey.

4. Construction

- 4.1 WSDOT will be the Local Agency's Representative during construction and will act as lead agency in the construction and administration of the Trail Project. A description of the work to be accomplished on the Trail Project is attached and is incorporated into this Agreement as Exhibit B. The WSDOT Representative will provide all necessary services and tools, including but not limited to Contract administration, inspection, materials testing, and the representation necessary to administer and manage the construction Contract for the Trail Project to ensure work is constructed in accordance with the Contract documents. WSDOT may utilize a Consultant in providing some of these services.
- 4.2 WSDOT will allow the Local Agency to consult with and inquire of the WSDOT Representative, attend all meetings, and have access to all documentation as to all matters concerning the Trail Project. The Local Agency shall not provide direction, directly or

indirectly to the contractor. All contact between said Local Agency and the Contractor shall be through WSDOT's Representative.

- 4.3 The Local Agency may inspect the Trail Project. Any costs for such inspection shall be borne solely by the Local Agency.
- 4.4 WSDOT will maintain one set of plans as the official "as-built" set, then make notations in red ink of all plan revisions typically recorded per standard WSDOT practices, in accordance with the Construction Manual. Once final acceptance of the Contract has occurred, WSDOT will submit one reproducible set of as-built plans to the Local Agency no later than 180 days after Final Acceptance.
- 4.5 WSDOT will prepare the permanent final construction documentation in general conformance with Section 10-3.1A (1) of the WSDOT Construction Manual.

5. Archeological and/or Historical Findings

- 5.1 If any archaeological and/or historical resources are revealed in the Trail Project work vicinity, work shall immediately stop work. WSDOT will retain a qualified archaeologist, at the Local Agency's sole cost and expense, who shall evaluate the site. The WSDOT Representative, in consultation with applicable WSDOT personnel, shall be solely responsible for determining when and under what circumstances the Trail Project work may continue. The Local Agency agrees that costs incurred as a result of a suspension of the Trail Project work pursuant to this provision shall be part of the Trail Project costs and shall be the sole responsibility of the Local Agency; provided, if the discovery of archaeological and/or historical resources is more closely related to WSDOT's Bridge Project, Local Agency shall have no responsibility for said costs. WSDOT shall have no cost liability as provided in Section 6.1.

6. Payment

- 6.1 The Local Agency agrees that it shall be responsible for all actual direct and related indirect costs associated with construction and contract administration related to the Trail Project. As per the WSDOT EBASE User's Guide, the cost of the Construction Administration work is estimated to be 10% of the Engineer's Estimate for the Trail Project (Exhibit A) or the Bid Proposal amount for the Trail Project, whichever is higher. WSDOT shall invoice the Local Agency and provide supporting documentation, for which the Local Agency agrees to pay WSDOT within thirty (30) calendar days of receipt and approval of an invoice. A partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final invoice, the Parties will resolve any discrepancies.
- 6.2 Increase in Cost: In the event unforeseen conditions require an increase in the cost of the work listed above in Section 6.1, (including sales tax, engineering, contingencies, and WSDOT overhead) by more than Twenty-Five (25) percent, the Parties agree to modify the amount listed in Section 6.1 to include such cost increase. Local Agency shall be responsible for any such cost increases.

- 6.3 Contract administration costs shall commence on the day of execution.
- 6.4 The cost of the construction includes items set forth in the Contract documents. Construction contingencies may be used for cost increases to the Project Contract work, including any change orders. Construction engineering as shown in Section 6.1 reimburses the WSDOT Contract administration work.
- 6.5 The WSDOT Representative (or designee) will hold progress estimate review meetings with the contractor as needed and will invite the Local Agency to participate in these reviews when they occur. WSDOT will be responsible for making progress payments and final payments to the contractor in accordance with the 2020 WSDOT Standard Specifications. WSDOT shall invoice the Local Agency and provide supporting documentation, for which the Local Agency agrees to reimburse WSDOT within thirty (30) calendar days of receipt.
- 7. Right of Entry**
The Local Agency hereby grants to WSDOT and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which the Local Agency has an interest for the purpose of constructing the Trail Project.
- 8. Change Orders**
- 8.1 Changes to the Project Contract will be documented by change order in accordance with the 2020 WSDOT Standard Specifications. WSDOT shall process change orders for all the changes affecting the Project in accordance with Section 1-04.4 of the 2020 WSDOT Standard Specifications.
- 8.2 WSDOT will advise the Local Agency of any proposed required changes affecting the Trail Project as soon as possible and provide an opportunity, if time permits, to review the change before implementation. WSDOT will determine the length of the review time based upon the need to expedite the change to avoid delay to the Contractor.
- 8.3 WSDOT shall submit proposed Trail Project change orders in excess of \$10,000 to the Local Agency for review and approval prior to the issuance of a change order to the Contractor. Local Agency shall respond within 7 days of receipt of the proposed change order, or such other time period as mutually agreed by the Parties so as to not delay the Trail Project or the Bridge Project. WSDOT has the right to issue change orders necessary to, in its sole discretion, preserve public safety without first obtaining Local Agency approval. In such circumstances, Local Agency agrees that WSDOT may issue change orders of \$10,000 or less without the Local Agency's approval when aggregated they are less than 25 percent of the Bid Proposal amount for the Trail Project. If cumulative change orders are anticipated to exceed that amount, WSDOT shall timely notify the Local Agency so staff may seek additional change order authority from City Council so that the Trail Project is not delayed. The Local Agency further agrees to reimburse WSDOT for all change orders as provided in this agreement. Time and monetary impacts to the Trail Project that occur while waiting for Local Agency change order approval will be borne by the Local Agency.

- 8.4 The Local Agency's EOR shall be responsible for providing revised plan sheets, specifications, quantities, updated design information, and staking information, as necessary for Trail Project change orders. WSDOT will make available to the Local Agency all change order documentation related to the Trail Project.

9. Final Inspection and Project Acceptance

- 9.1 Punch List: WSDOT shall notify the Local Agency in writing of Substantial Completion, as defined in the 2020 WSDOT Standard Specifications, of the Trail Project, within five (5) working days of said completion. WSDOT shall prepare the punch list and oversee the Contractor's corrections of the Trail Project. WSDOT shall include the Local Agency in a walk-through of the Trail Project to assist WSDOT in compiling punch list items that are outside WSDOT's SR 290 limits.

- 9.2 Project Acceptance: After Physical Completion of the Trail Project, as defined in the 2020 WSDOT Standard Specification, the Local Agency will provide WSDOT with a Letter of Acceptance of the Project, after the following items have been completed:

- a. Satisfactory completion of the Trail Project Work as determined by WSDOT and the Local Agency and all Agreement obligations.
- b. Final inspection of the Trail Project work by WSDOT and the Local Agency;
- c. Submittal by WSDOT to the Local Agency of a complete set of as-built plans acceptable to the Local Agency and final record documentation for the Trail Project; and

The Local Agency's Letter of Acceptance shall include a release of WSDOT from all Trail Project maintenance, past, present and future claims and/or demands of any nature resulting from the performance of the Trail Project work, except for claims resulting from negligent construction defects of a latent nature located within the Trail Project limits or SR 290 right of way, and subject to WSDOT's obligations.

- 9.2.1 The Local Agency may withhold its Trail Project acceptance by submitting written notification, including the reason(s) for withholding acceptance, to WSDOT, within thirty (30) calendar days following the date the final inspection was performed. The Parties shall work together in good faith to resolve the outstanding issues identified in the Local Agency's written notification. If any issues cannot be resolved within forty-five (45) calendar days after the Local Agency's notification, the Parties agree to meet and discuss a resolution of the outstanding issue(s) within the forty-five (45) calendar day time frame, including providing for an extension of time in which to resolve all matters.
- 9.2.2 Upon final resolution of the outstanding issues, the Local Agency agrees to deliver a Letter of Acceptance to WSDOT.

- 9.2.3 The Local Agency shall continue to be responsible for all actual direct and related indirect costs incurred by WSDOT, until the outstanding issue(s) have been resolved, a Letter of Acceptance has been issued, and all payments have been made pursuant to Section 6.

10. Indemnification and Hold Harmless

- 10.1 Each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials or employees.
- 10.2 The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees or agents. For this purpose, only, **the Parties, by mutual negotiation, hereby waive**, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- 10.3 This indemnification and waiver shall survive the termination of this Agreement.

11. Records and Audit

- 11.1 During construction of the Trail Project through Trail Project Acceptance, WSDOT will maintain all records and accounts pertaining to the construction and Contract administration of the Trail Project. After closeout, and for a period of not less than six (6) years from the date of final payment to the Contractor, the records and accounts pertaining to the construction and Contract administration of the portions of the Trail Project, shall be maintained and kept available by WSDOT for inspection and audit by the Local Agency and federal government and for use in the event of litigation, claim or any other purpose. All records generated or used in this Trail Project shall be subject to the Public Record Act, chapter 42.56 RCW. The Local Agency is responsible for retention of records provided after closeout for Local Agency constructed facilities in accordance with the appropriate retention policies. In the event of litigation or claim arising from the performance of this Agreement, WSDOT agrees to maintain the records and accounts until all such litigation, appeal or claim are finally resolved. This Section shall survive termination of this Agreement.

12. Claims

- 12.1 Claims for Additional Payment

12.1.1 In the event the Contractor makes a claim for additional payment, WSDOT will notify the Local Agency immediately of such claims. Such claims shall be made in the manner and form as provided for in the 2020 WSDOT Standard Specifications.

12.1.2 The Local Agency shall have the right to review and discuss the settlement of all claims presented by the Contractor. The ultimate decision to pay a claim will be by mutual agreement of the Local Agency and WSDOT. In the event such claims are not resolved, the Local Agency shall defend itself and WSDOT, and indemnify and hold harmless WSDOT, against such claims at its sole cost and shall pay any settlement, court judgment or arbitration award resulting from such claims, provided that the Local Agency shall not be obligated to pay such claims or the cost of defense to the extent that the claims are caused solely by the negligent acts or omissions of WSDOT in administering the contract. WSDOT will cooperate with the Local Agency in the Local Agency's defense of the claim. The Local Agency shall reimburse any WSDOT costs incurred in providing such assistance.

13. Amendments

13.1 This Agreement, including the attached Exhibits, may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

14. Termination

14.1 The Secretary of the Department of Transportation, or designee, may terminate this Agreement if the funding becomes unavailable or otherwise determined to be in the best interest of WSDOT.

14.2 The Local Agency, may terminate this Agreement if the funding becomes unavailable or otherwise determined to be in the best interest of the Local Agency.

14.3 If either Party terminates this Agreement pursuant to Section 14, the terminating Agency shall give the other Party at least 90 days advance written notice.

15. Dispute Resolution

15.1 The Parties agree that any and all disputes or claims arising out of or relating to this Agreement shall be submitted to a mediator selected by both Parties for mediation pursuant to Section 15.2 below.

15.2 Mediation. Either Party may commence mediation by providing the other Party with a written request for mediation, setting forth the matter in dispute and the relief requested. The Parties agree to cooperate with one another in selecting a mediator and scheduling mediation proceedings. The Parties agree to participate in the mediation in good faith. The Local Agency agrees, at its sole cost and expense, to pay all costs of the mediation between the Parties. WSDOT shall have no cost liability as provided in Section 6.1. If the

Parties do not agree on a mediation service to conduct the mediation, the mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. All offers, promises, conduct and statements, whether written or oral, made in the course of mediation are confidential, privileged, and/or inadmissible for any purpose in any litigation or arbitration of the dispute, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in mediation.

- 15.3 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement after the mediation process outlined in 15.2 is concluded, the Parties agree that any such action or proceedings shall be brought in the superior court situated in Spokane County, Washington unless filing in another county is required under any provision of the Revised Code of Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs.

16. Term of Agreement

- 16.1 Unless otherwise provided herein, the term of this Agreement shall commence and shall be binding on the Parties as of the date this Agreement is fully executed and shall continue until the Project is accepted by the Local Agency pursuant to Section 9, all payments are made as required under Section 6.

The rest of this page left blank intentionally.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the party's date signed last below.

| CITY OF SPOKANE | WASHINGTON STATE DEPARTMENT OF TRANSPORTATION |
|---------------------|---|
| By: | By: |
| Printed: | Printed: Mike Gribner, P.E. |
| Title: | Title: Regional Administrator |
| Date: | Date: |
| APPROVED AS TO FORM | APPROVED AS TO FORM |
| By: | By: |
| Printed: | Printed: |
| Title: | Title: Assistant Attorney General |
| Date: | Date: |

C9509 Spokane River E Trent Bridge Replacement

Garco Job #20-02

| BI | Description | Qty | Unit | Direct Costs | | | | | | Subcontractor Costs | | | |
|-----|---|-----|------|--------------|-------|----------|-------------|-----------|----------|---------------------|--------------|--------------|-----------------|
| | | | | Unit Prices | | | Item Totals | | | Unit Price | Subtotal | Prime Markup | Total w/ Markup |
| | | | | Labor | Equip | Material | Labor | Equipment | Material | | | | |
| | | | | | | | \$ - | \$ - | \$ - | | \$ - | | \$ - |
| | Mobilization | 1 | LS | | | | \$ - | \$ - | \$ - | \$ 6,700.00 | \$ 6,700.00 | 10% | \$ 7,370.00 |
| 13 | Roadway Exc & Haul | 1 | LS | | | | \$ - | \$ - | \$ - | \$ 48,703.50 | \$ 48,703.50 | 10% | \$ 53,573.85 |
| 21 | Rock for Erosion & Scour Protection Class B | 260 | CY | | | | \$ - | \$ - | \$ - | \$ 208.00 | \$ 54,080.00 | 10% | \$ 59,488.00 |
| 22 | Quarry Spalls | 110 | CY | | | | \$ - | \$ - | \$ - | \$ 91.00 | \$ 10,010.00 | 10% | \$ 11,011.00 |
| 61 | Crushed Surface Top Course | 110 | TN | | | | \$ - | \$ - | \$ - | \$ 116.00 | \$ 12,760.00 | 10% | \$ 14,036.00 |
| 69 | Commercial HMA | 38 | TN | | | | \$ - | \$ - | \$ - | \$ 200.00 | \$ 7,600.00 | 12% | \$ 8,512.00 |
| New | Geotextile for Soil Stabilization | 400 | SY | | | | \$ - | \$ - | \$ - | \$ 3.50 | \$ 1,400.00 | 10% | \$ 1,540.00 |
| 76 | Silt Fence | 300 | LF | | | | \$ - | \$ - | \$ - | \$ 7.65 | \$ 2,295.00 | 10% | \$ 2,524.50 |
| New | 4' fence | 140 | LF | | | | \$ - | \$ - | \$ - | \$ 41.76 | \$ 5,846.40 | 12% | \$ 6,547.97 |
| New | 4' fence Post | 15 | EA | | | | \$ - | \$ - | \$ - | \$ 320.00 | \$ 4,800.00 | 12% | \$ 5,376.00 |
| | | | | | | | \$ - | \$ - | \$ - | | \$ - | | \$ - |
| | | | | | | | \$ - | \$ - | \$ - | | \$ - | | \$ - |
| | | | | | | | \$ - | \$ - | \$ - | | \$ - | | \$ - |
| | | | | | | | \$ - | \$ - | \$ - | | \$ - | | \$ - |
| | TOTAL DIRECT COSTS | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | \$ 169,979.32 |
| | Sales Tax | | | | | 8.9% | | | \$ - | | | | |
| | Prime Contractor Markup | | | 31% | 21% | 21% | \$ - | \$ - | \$ - | | | | |
| | TOTAL WITH PRIME MARKUP | | | | | | \$ - | \$ - | \$ - | | | | \$ 169,979.32 |
| | TOTAL Agreement Cost W/Indirect Cost | | | | | 13.04% | | | | \$ | | | \$192,144.62 |



Agenda Sheet for City Council Meeting of:
09/12/2022

| | |
|-----------------------|---------------|
| Date Rec'd | 8/29/2022 |
| Clerk's File # | OPR 2022-0627 |
| Renews # | |

| | | | |
|---------------------------|--|----------------------|---------|
| Submitting Dept | ENGINEERING SERVICES | Cross Ref # | |
| Contact Name/Phone | DAN BULLER 625-6391 | Project # | 2022086 |
| Contact E-Mail | DBULLER@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Contract Item | Requisition # | |
| Agenda Item Name | 0370 - LSB CONSULTING - STRUCTURAL ENGINEERING - NON-FEDERAL AID | | |

Agenda Wording

On-Call Consultant Agreement with LSB Consulting Engineers, PLLC, (Spokane, WA) for Structural Engineering Services for 2022-2024 Non-Federal Aid Projects for the amount not to exceed \$500,000.00. (Various Neighborhood Councils)

Summary (Background)

The agreement for structural engineering services is for a period of two years. An option for a one year extension will be granted at the City's discretion. Task assignments will be prepared under this agreement and scope for individual project needs. Funding shall be from the individual project.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 500,000.00

Select \$

Select \$

Select \$

Budget Account

Various

#

#

#

Approvals

Dept Head BULLER, DAN

Division Director FEIST, MARLENE

Finance ORLOB, KIMBERLY

Legal HARRINGTON,
MARGARET

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other PIES 8/22/22

Council Sponsor Kinnear

Distribution List

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

kgoodman@spokanecity.org

dbuller@spokanecity.org

ddaniels@spokanecity.org

jgraff@spokanecity.org

Committee Agenda Sheet

PIES

| | |
|--|--|
| Submitting Department | Public Works, Engineering |
| Contact Name & Phone | Dan Buller 625-6391 |
| Contact Email | dbuller@spokanecity.org |
| Council Sponsor(s) | Lori Kinnear |
| Select Agenda Item Type | X Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | On-call consultant contracts for engineering services |
| Summary (Background) | <ul style="list-style-type: none"> Engineering Services has “on-call” contracts with various consultants for specialized engineering or related services (geotech., surveying, historic resources, electrical, real estate acquisition, landscape architect, surveying and construction management) associated with the City’s public works projects. These contracts are with firms with specialized knowledge that city staff lacks. These firms are selected on the basis of qualifications as required by RCW 39. These agreements typically last from 2-3 years. Over the next 4 – 5 months, we will advertise a “request for qualifications” (RFQ) for all of these consultants. Because of differing rules for consultants hired for fed aid projects, we will advertise twice for each category (i.e., one RFQ for fed aid geotech, another RFQ for non-fed aid geotech, etc.) A review committee will evaluate the firms by qualifications. One or two firms will be selected for each discipline. Engineering Services expects to bring the agreements for each discipline to council for approval between late August and early December – approximately 16 in all. Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used. |
| Proposed Council Action & Date: | Background information for committee review |
| Fiscal Impact: Total Cost: Approved in current year budget? X Yes <input type="checkbox"/> No N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: Varies by project. Costs incurred under the proposed contracts will be paid as part of each public works project for which the consultant is used. Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain | |

affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The projects is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street improvement activities.



City of Spokane

CONSULTANT AGREEMENT

**Title: ON-CALL 2022-2024 STRUCTURAL
ENGINEERING FOR NON-FEDERAL AID PROJECTS**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **LSB CONSULTING ENGINEERS, PLLC**, whose address is 523 East 3rd Avenue, Spokane, Washington 99202 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **ON-CALL 2022-2024 STRUCTURAL ENGINEERING FOR NON-FEDERAL AID PROJECTS** for the City; and*

WHEREAS, the Consultant was selected through a Request for Qualifications 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 Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on September 19, 2022, and ends on December 31, 2024, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in individual Task Assignments ("Task Assignment") 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 the City's Request for Qualification which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

This agreement covers yet to be defined civil engineering work associated with the City of Spokane public works projects. Work initiated under this agreement shall occur as follows:

1. City personnel contact Consultant and describe overall project and needed geotechnical work.
2. Consultant responds to City contact in writing with a proposed scope of work and budget.
3. City personnel review and approve (or request revisions to) scope of work and budget. Once approved, a brief document referencing the Consultant prepared scope of work and budget.
4. Task assignment is signed and dated by Consultant, City project manager and City Engineering Services Director.
5. Work begins

The Work under each Task Assignment 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 On-Call Agreement shall not exceed **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)**, 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 Engineering Services Department, 808 W. Spokane Falls Blvd. Floor 2, Spokane, WA 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 subconsultants.
- 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:** Not included in this contract.
- E. **Meals:** Not included in this contract.
- F. **Lodging:** Not included in this contract.
- 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:** Not included in this contract.
- 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. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

| Invoices shall be submitted to: |
|---|
| CITY OF SPOKANE Engineering Services Department 808 W. Spokane Falls Blvd. Floor 2 Spokane, WA 99201 |
| Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information): |
| <ul style="list-style-type: none"> • Invoice Date and Invoice Number • ENGINEERING SERVICES DEPARTMENT • Project Coordinator: • (Please do not put name in the address portion of the invoice) • Department Contract No. OPR # _____ • Contract Title: ON-CALL 2022-2024 STRUCTURAL ENGINEERING FOR NON-FEDERAL AID PROJECTS • Period covered by the invoice • Project Title = A Project is described as listed on the task assignment |

- Employee's name and classification
- Employee's all-inclusive hourly rate and # of hours worked
- Total labor costs per Project
- Itemization of direct, non-salary costs (per Project, if so allocated)
- The following Sub-Consultant payment information will be provided *[if needed]* (attach Sub-Consultant invoices as backup):
 - Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
 - Cumulative To-Date amount paid to all Sub-consultants (list separate totals for each Sub-Consultant).
- Cumulative costs per Project and for the total Agreement

8. 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.

9. 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.

10. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

| If to the City: | If to the Consultant: |
|---|---|
| CITY OF SPOKANE Engineering Services Department 808 W. Spokane Falls Blvd. Floor 2 Spokane, WA 99201 | LSB CONSULTING ENGINEERS, PLLC 523 East 3rd Avenue, Spokane, WA 99202 |

11. 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 firms do not have to be certified by the State of Washington.

12. 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.

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

13. 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 RCW Title 48;

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

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. CONFIDENTIALITY.

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.

24. 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.

25. 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 subconsultants 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.

26. 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.

27. 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 an Exhibit. 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 Agreement, 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.

LSB CONSULTING ENGINEERS, PLLC

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 – Request for Qualification

22-161

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

NADINE WOODWARD
MAYOR



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

**2022-2024 RFQ – STRUCTURAL ENGINEERING FOR
NON-FEDERAL AID PROJECTS
REQUEST FOR QUALIFICATIONS
City of Spokane, Washington**

DESCRIPTION: **STRUCTURAL ENGINEERING FOR 2022-2024 NON-FEDERAL AID
PROJECTS**

DUE DATE: **MONDAY, AUGUST 22, 2022**
 No later than 1:00 p.m.

DELIVERY: **via email to: dbuller@spokanecity.org**

1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Department of Engineering Services (hereinafter “City”) is initiating this Request for Qualifications (RFQ) to solicit Proposals from Firms with expertise in structural engineering design.

1.2 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

A portion of the funding for this project may come from state or federal sources. Where applicable, the contract awarded as a result of this procurement will incorporate the requirements of state or federal funding programs.

1.3 PERIOD OF PERFORMANCE

The period of performance of the on-call contract resulting from this RFQ is tentatively scheduled to begin on or about September 15, 2022 and to end on December 31, 2024 with an optional 1 year renewal to December 31, 2025.

1.4 DEFINITIONS

Definitions for the purposes of this RFQ include:

City – The City of Spokane, a Washington State municipal corporation, that is issuing this RFQ.

Firm or Consultant – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer or statement of qualifications submitted in response to this solicitation.

Proposer -- Individual or company submitting a Proposal in order to attain a contract with the City.

Request for Qualifications (RFQ) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit the consultant community to provide qualifications for evaluation.

1.5 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

1.6 ADDENDA

Addenda will be emailed.

2. SCOPE OF SERVICES

The scope of services will include structural engineering design and associated activities (potentially including construction phase support) of City of Spokane public works projects. Typical tasks/project components could include:

- Reinforced concrete design and analysis (ex. tanks, retaining walls, MSE walls, foundations and structural members such as beams and columns)
- CMU buildings
- Water reservoir foundations
- Steel design and analysis of existing structures
- Timber design and analysis including temporary staging, shoring and forming
- Miscellaneous – signal pole bases, anchors, mast arms, sheet piling and caissons

Individual project fees will be negotiated for each project. Total expenditures over the two-year (or three year, if extended) life of the agreement shall not exceed a total of \$750,000.

3. GENERAL INFORMATION

3.1 RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

| | |
|----------------|---|
| Name | Dan Buller |
| Address | 808 W. Spokane Falls Blvd., Spokane, WA 99201 |
| Phone Number | (509) 625-6391 |
| E-Mail Address | dbuller@spokanecity.org |

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

| | Expected Dates |
|---|-----------------|
| Issue Request for Qualifications | Week of 7-25-22 |
| Proposals due | 8-22-22 |
| Evaluate Proposals | Week of 8-22-22 |
| Conduct oral interviews with finalists, if required | Week of 8-22-22 |
| Announce selection, negotiate contract | Week of 8-22-22 |
| City Council approval of contract | Week of 9-12-22 |
| Contract signatures | Week of 9-12-22 |

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

Proposals shall be submitted via email to dbuller@spokanecity.org. The email shall include subject line “SOQ – 2022-2024 Structural Engineering On-Call Non-Fed Aid”.

Proposals shall be submitted in pdf format. The entire submittal shall consist of not more than three pdf files (and, ideally, a single pdf file). Note that the City email server will not accept files larger than 10 MB, so files should be configured accordingly. If your submittal is such that you need an FTP link, please email dbuller@spokanecity.org, and an FTP link will be provided.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, “Public Records.”

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer’s request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information should be directed to the RFQ Coordinator.

3.5 REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ or provide any other pertinent information, such revision will be emailed to you.

The City also reserves the right to cancel or reissue the RFQ in whole or in part prior to final award of a contract.

3.6 ACCEPTANCE PERIOD

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

3.7 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFQ may result in rejection of the Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.8 COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ

3.9 NO OBLIGATION TO CONTRACT

This RFQ does not obligate the City to contract for services specified herein.

3.10 REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFQ.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

Proposals shall be submitted via email. The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.
2. Qualifications Statement.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal but should assist the Proposer in preparing a thorough response.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed (electronic signatures are acceptable) and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.).
3. Location of the facility from which the Firm would operate.

4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Qualifications unless otherwise agreed by the City.
6. Acknowledgement that the Firm certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further Acknowledge that Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and the Firm agrees to comply with City requirements to follow cost principals outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. The Firm also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements”.

4.3 PROPOSAL (QUALIFICATION STATEMENT)

Proposers shall limit their Proposal response to a maximum of 6 pages excluding “letter of submittal,” résumés and reference letters. The Firm's Proposal response to the RFQ shall include at a minimum the following items:

1. A description of the Firm's qualifications/experience in the areas in design of public works projects of the type described in section 2 above.
2. A staffing plan listing:
 - a) personnel who will be responsible for carrying out the work.
 - b) a description of qualifications, skills (e.g., brief résumés), and responsibilities for each project participant.
3. References of at least three current/former clients (if City staff are listed, they shall be in addition to these three) for whom the Firm performed similar services on similar projects to those described herein. Identify contact persons and email addresses and phone numbers. The Firm grants permission to the City to contact the references. City staff references, if provided, shall be above and beyond the three references noted above. The City may evaluate references at the City's discretion.
4. Include a list of contracts the Firm has had during the last two (2) years that relate to the Firm's ability to perform the services needed under this RFQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/email addresses. The Firm grants permission to the City to contact the references.
5. If the Firm has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance, and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of the terms for default, including the other

party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The RFQ Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting will be assigned to the Proposal for evaluation purposes:

| | |
|--|-----|
| Qualifications of key personnel | 33% |
| Expertise and approach to various tasks described in Scope of Services | 33% |
| Past performance/references relevant to areas itemized above on similar projects | 34% |

5.3 AWARD OF CONTRACT

This RFQ does not obligate the City to award a contract.

Award of contract, when made, will be to the Proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors and subject to negotiation of fair and reasonable compensation. The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all of the Proposal.

5.4 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6. CONTRACT TERMS

6.1 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 and been the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm 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 Firm 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.

6.2 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. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

6.3 DISPUTES

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

6.4 TERMINATION

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.

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.

For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

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 subconsultants 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.

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.

6.5. 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 Firm 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 Firm.

6.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A Certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm 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.

6.7 PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. 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.

6.8 LIABILITY

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

6.9 INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability 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 Firm's services to be provided under 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.
- 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 contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

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 Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

6.10 CONFORMANCE WITH FEDERAL, STATE AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved. Note requirements listed in Attachment "A" titled "Federal Grant Funded Guidelines" incorporated herein by reference.

6.11 DEBARRED OR SUSPENDED PARTY

The City will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any Federal, State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

6.12 MAINTENANCE OF RECORDS

The Firm will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Firm shall make available to the City, Washington State Auditor, Federal Grantor Agency, Comptroller General of the United States or any of their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Firm shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

6.13 SINGLE AUDIT REQUIREMENTS

Any contract awarded as a result of this RFQ may include the agreement to annually audit any contracts with the City. Audits shall be performed in accordance with 2 CFR 200 Subpart F – Audit Requirements as appropriate and shall be received by the City within the 12 month period following the close of each fiscal year. Agencies not covered by federal single audit requirements may be responsible for an independent agency audit, which meets general accepted auditing standards.

6.14 AMERICANS WITH DISABILITIES ACT INFORMATION

This material can be made available in an alternate format by emailing Dan Buller at dbuller@spokanecity.org or by calling (509) 625-6700.

6.15 FEDERAL FUNDING NONDISCRIMINATION

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

ATTACHMENT A

FEDERAL GRANT FUNDED GUIDELINES

It is the Contractor's responsibility to comply with all state and federal laws in performing all tasks undertaken with this contract. All contracts awarded for this project shall contain the following provisions as applicable by Federal and State Law. Federal regulations are contained in the Code of Federal Regulations. The following sections are included for informational purposes, and are not professed to include all relevant laws. It is the contractor's responsibility to comply with all laws.

Contract Work Hours and Safety Standards Act (40 U.S.C 327-333) – Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Contractors and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 504 of the Rehabilitation Act, 1973, as Amended (29 U.S.C. 794). The Applicant must comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation

(including employment), denied program benefits or be subjected to discrimination under any program or activity receiving federal assistance funds.

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The National Environmental Policy Act of 1969 (NEPA) (42 U.S.C Section 4321 et seq., and 24 CFR Part 58). The Applicant shall comply with the provisions of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of Significance or of No Significance for a Proposal, are a necessary part of this process. Pursuant to these provisions, the Applicant must also submit environmental certifications to the Department when requesting that funds be released for the project. The Applicant must certify that the proposed project will not significantly impact the environment and that the Applicant has complied with environmental regulations and fulfilled its obligations to give public notice of the funding request, environmental findings and compliance performance.

Noise Control, Chapter 70.107 RCW. The Applicant shall assure compliance with the state Noise Control Act. Objectives of the Act are to assist local governments in implementing local noise ordinances and to control and reduce excessive noise in Washington.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

Resource Conservation and Recovery Act. Agencies shall implement the Resource Conservation and Recovery Act of 1976 (RCRA) (42 U.S.C. 6962). Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds must comply with Section 6002 of RCRA. Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA). Current guidelines are contained in 40 CFR Parts 247-253. State and local recipients of grants, loans, cooperative agreements or other instruments funded by appropriated Federal funds shall give preference in procurement programs to the purchase of recycled products pursuant to the EPA guidelines.

Debarment and Suspension (E.O.s 12549 and 12689) – No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended)

Use of Recycled Paper: All reports prepared by the Contractor for delivery to the City or other government agencies will be prepared on recycled paper in accordance with EPA Order 1000.25 and Executive Order 13101.

Workplace Listing: The Contractor will provide a list of all workplaces under this contract. The Contractor will make a good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230.

Salary Rate: Salary rate (excluding overhead) paid to individual consultants retained by the City or by the Contractor's subcontractors shall be limited to the maximum daily rate for a GS-18 as outlined in Title 40 CFR 31.36 (j). This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed; the City will pay these in accordance with their normal travel reimbursement practices.



Letter of Submittal

August 18, 2022

*Mr. Dan Buller, P.E.
Principal Engineer – Design
City of Spokane Dept. of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343*

*Re: 2022-2024 RFQ
Structural Engineering for Non-Federal Aid Projects*

Dear Mr. Buller:

LSB Consulting Engineers is pleased to submit our proposal in response to the referenced RFQ. At the time of this submittal, we did not find addenda posted past the original RFQ documents. We feel that we are uniquely qualified to provide the requested professional engineering services to the Department of Engineering Services' design and construction offices.

Introductory Remarks

LSB has been privileged to provide engineering services to the City of Spokane under previous on-call service and CSO contracts for the past 19 years. Although the level of services requested has varied over the duration of these contracts, we have nonetheless become familiar with Engineering Department staff and believe that we have established a good working relationship. It is our hope that we can continue to provide our assistance to you through the proposed contract.

The following information is numbered to correspond to RFQ paragraph 4.2.

1. Contact Information

*Name: David M. Linke, P.E.
Address: LSB Consulting Engineers, PLLC
523 East Third Avenue
Spokane, WA 99202
Principal Place of Business: Spokane, WA
Telephone Number: (509) 323-9292
Fax Number: (509) 747-7115
Email Address: Linke@lsbengineers.com*

2. Legal Status of Firm

LSB Consulting Engineers is organized and registered in the state of Washington as a Professional Limited Liability Company (PLLC).

3. Operating Location

LSB is a Spokane based firm; all work under this project, including design, drafting and construction support, would be conducted by staff in our Spokane office at the address listed under item 1. Contact Information.

4. City Employees

LSB has 1 employee who is a former City employee, Brian T. Sterling. Mr. Sterling worked as a Hazardous Waste Technician in 2002 for the City of Spokane. He joined LSB in 2016 and is a Staff Engineer on our staff.

5. Acknowledgment

LSB Consulting Engineers will comply with all terms and conditions set forth in the City's Request for Qualifications, unless otherwise agreed by the City.

6. Additional Acknowledgments

LSB Consulting Engineers has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension."

LSB will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations.

LSB agrees to comply with City requirements to follow cost principles outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement.

LSB further agrees to comply with audit requirements outlined in 2 CFR 200, Subpart F – Audit Requirements. We have been through the audit process previously and are well prepared to readily comply with state requirements.

Respectfully Submitted:

LSB Consulting Engineers, PLLC



David M. Linke, P.E.

Qualifications Statement

RFQ paragraph 4.3

1. Description of Qualifications and Experience

The LSB Consulting Engineers team brings unique qualifications and considerable experience to the advertised Structural Engineering Services Contract. Most of LSB's technical and professional staff have strong working relationships with City personnel in the design and field engineering departments. LSB's experience is represented in the following project list, categorized to correlate with the areas listed in the RFQ:

Reinforced Concrete Design and Analysis

- *Cochran control vault structures – 2022*
- *TJ Meenach WQI Sewer Interceptor Vaults – 2022*
- *Naches & Snoqualmie WWTP improvements – 2020, 2021*
- *Downtown sidewalk vaults and pedestrian improvements – 2010 thru 2022*
- *COS lift stations structural inspections & evaluations – 2019 thru 2022*
- *Gozzer Ranch slow sand filter improvements – 2021*
- *Stevenson WWTP aeration basin – 2019*
- *NKW&SD Arrow Point septic tank strengthening – 2021*
- *Concrete vault extension – 2019*
- *Wastewater treatment tertiary structure and channel modifications – 2019*
- *Stormwater retention tank – 2019*
- *CSO facility flow control chamber precast concrete lid – 2019*
- *CSO Control Facility tank structures – 2008 through 2019*
- *Wastewater treatment digester tank – 2015*
- *Wastewater treatment bio-filtration chambers – 2014*
- *350,000 gal. municipal water storage tank – 2015*
- *Precast concrete insulated panel warehouse facility (historic district) – 2014*
- *Concrete slab/beam/column framing system for institute addition – 2015*
- *Precast concrete potato processing facility – 2014*
- *Evaluation of 5-story concrete structure for heavy equipment loads – 2015*

CMU Buildings

- *COS Havana Well Station CMU buildings w/ steel roof – 2021*
- *CO Richland multiple D/B fire stations w/ steel roof – 2021*
- *CO Twisp biosolids dewatering addition – 2021*
- *CO Moscow Well 6 building w/ CMU walls and wood frame roof – 2021*
- *Multiple booster stations w/ concrete foundation & CMU walls – 2020, 2022*
- *WWTP CMU blower building with wood trusses – 2019*
- *Waste facility CMU wall repair – 2019*
- *New CMU building booster station for city water department – 2018*
- *CMU fence enclosure wall for Honeywell Electronic Materials – 2018*

- CMU wall relocation and improvements for substation – 2017
- CMU storage building and CMU enclosure wall for substation – 2015
- CMU storage facility for community college tech school – 2015
- Masonry structures for school gymnasiums – 2004 thru 2022
- CMU pumphouse for municipal water system – 2015
- CMU control building for municipal treatment plant – 2014
- Addition to high school CMU fieldhouse/concession building – 2013
- CMU and precast concrete high school field buildings – 2011
- CMU headworks structure for municipal treatment facility – 2012
- CMU university student recreation facility – 2012
- CMU vehicle maintenance facility – 2010

Water Reservoir Foundations

- CO Pullman WSU South High Reservoir tank foundation design – 2022
- Food processing fry oil tank foundations – 2022
- CID water reservoir D/B bridging document & design review support – 2022
- West Plains Water Tank design review & construction support – 2020 thru 2022
- CO Othello WWTP chemical tank foundations – 2021
- Pulp & paper mill SBL Tank #4 foundation – 2021
- CO Walla Walla Landfill water tank & support facilities foundations – 2020

Steel Design

- Cd'A WWTP pre-engineered metal building w/ concrete foundation – 2020
- New 290,000sf 2-story high school building – 2019
- Multiple new high school buildings and support facilities – 2016 thru 2022
- New 70,000sf Avista maintenance shop and warehouse design – 2017
- \$20M 2-story steel braced frame structure for college classroom building – 2015
- Stainless steel equipment platform for food plant process equipment – 2015
- Pump base anchorage analysis and design – 2012 thru 2015, ongoing
- In-place strengthening of 1910 vintage riveted steel roof girders – 2015
- OSHA/WISHA compliant stairs, ladder, and railings at municipal plant – 2015
- Pre-engineered building system D/B bridging documents – 2015
- Open web steel joist/joist girder framed structure – 2015
- Pipe bridge support towers for municipal process plant – 2015
- Multiple runway structures for overhead bridge cranes – 2014 thru 2022

Analysis of Existing Structures

- CSO tank inspections – 2020 & 2021
- Evaluation of multiple municipal lift stations – 2020
- Evaluation of municipal concrete water tanks – 2019, 2020
- COS S. Cannon Warming Shelter roof strengthening – 2020
- NKW&SD Clarkview concrete water tank repairs – 2020
- Analysis & strengthening of steel framed agricultural storage building – 2019

- *Structural Modifications on mechanical system upgrades of 1925 school – 2018*
- *Analysis, renovation and addition to Gonzaga Prep Athletics – 2017*
- *Housing shelter and living quarters condition analysis and improvements – 2016*
- *Analyze existing vaulted sidewalk structures for continued use – 2015 thru 2019*
- *1910 Avista unreinforced masonry industrial building for adaptive reuse – 2015*
- *1985 2-story wood framed building for compliance with current code – 2015*
- *1940's concrete municipal lift station vault for renovation and reuse – 2015*
- *1940's airport industrial building for continued tenant occupancy – 2015*
- *Lateral analysis of precast concrete processing facility being modernized – 2014*

Timber Design and Analysis

- *COS Construction Management Offices – 2021*
- *FAFB Red Morgan Center wood truss evaluation & strengthening – 2021*
- *Bowstring truss evaluation and repairs – 2018 thru 2022*
- *County fairgrounds pavilion design – 2016*
- *Plate connector wood truss roof framing systems – 1997 thru 2022*
- *2-story wood framed medical clinic building – 2012*
- *Multiple new elementary schools and support facilities – 2016 thru 2020*
- *Wood framed clinic building addition with future 2nd story – 2015*
- *Heavy timber wood truss damage evaluation and emergency shoring – 2014*
- *Industrial timber truss restoration and strengthening – 2015*
- *Wood framed church building with glulam 3-hinged arches – 2010*
- *Municipal pump station with demountable enclosure panels – 2014*
- *Construction shoring framing for overhead concrete formwork – 2008*
- *3-story wood framed university dormitory building – 2009*
- *Renovation and additions to 2-story wood framed clinic building – 2012*
- *Wood framed open storefront commercial building – 2013*
- *Wood framed dental clinic building – 2012*

Miscellaneous Structures

- *COS Hoffman Well rehabilitation – 2020 thru 2022*
- *Lucky Peak Dam construction crane pad evaluation – 2020*
- *Hospice of Spokane open web steel joist repair – 2019*
- *Clark Avenue Retaining wall: concrete grade beam on pin piles – 2019*
- *CSO tank load ratings – 2016 thru 2020*
- *Light pole and flagpole bases*
- *Repair and recoating of municipal water tanks*
- *Pin piles, auger cast piles, and driven pile deep foundation systems*
- *Shoring systems utilizing sheet piles, H piles, and tieback elements*
- *Bridge crane support structures, jib cranes, monorail cranes & hoists*
- *Machine equipment support pads and concrete pump support pedestals*
- *Concrete pits for vehicle service bays*

2. Staffing Plan

We enjoy a strong and continuing relationship with the Engineering Department and have numerous staff members who are familiar with City staff and with projects typically under structural design and on-call service contracts with you.

During the proposed two to three-year term of the advertised contract, staff from your department can expect to work with multiple members of our technical and management staff. With our current staff of 10 engineers and technicians, LSB can provide responsive service for this structural engineering contract regardless of the pace of projects that may be required.

As stated in the RFQ Scope of Services and our previous experience with City of Spokane contracts, we understand that the structural design effort required during the period of performance will not exceed \$750,000 in fees. In monetary terms, our office currently has capacity to produce approximately \$1,500,000 in annual fees. Therefore, the work represented by the advertised contract constitutes roughly 25% of LSB's total annual capacity. Based on these magnitudes, we are very comfortable committing responsive service to the city for the engineering services being sought.

Our plan for staffing this multi-project contract draws on our deep pool of staff familiar with previous projects for the Engineering Department and will involve varying levels of staffing over time as project demands dictate. We are well suited and prepared to be responsive to this type of task-oriented work stream.

We plan to provide a single point of contact for the duration of the contract. We also plan to provide direct involvement of an LSB principal in each task for quality assurance. Projects will be assigned on a task-by-task basis to one of several engineers on our staff having significant experience with Engineering Department projects. This proposed staffing plan is represented as follows:

Contract Coordinator and Engineers of Record:



David M. Linke, P.E. – Principal Engineer (Contract Coordinator)
Role: Point of Contact & Engineer of Record for Selected Projects
Expertise: Bridge Construction, Construction Management, Industrial Buildings, Structural Restoration, Steel Design, Cost Estimating



Joseph D. Scholze, P.E. S.E. – Principal Engineer
Role: Structural Engineer of Record for Selected Projects
Expertise: Concrete Design, Masonry Buildings, Reinforcement Detailing, Shoring Design, Piling and Deep Foundations



Larry A. Harris, P.E. S.E. – Principal Engineer
Role: Structural Engineer of Record for Selected Projects
Expertise: Concrete Design, Masonry Buildings, Reinforcement Detailing, Steel Design

Project Engineers:



Randall J. LaPlante, P.E. S.E. – Consulting Principal Engineer
Role: Oversight for Selected Projects
Expertise: Technical Specifications and City of Spokane GSP, Contracts, Design Development, Constructability



Jed M. Druffel, P.E. - Senior Engineer
Role: Project Engineer – Select Projects
Expertise: CMU Utility Structures, Concrete Tanks, Bridge and Gantry Cranes, Structural Restoration, Specifications, Cost Estimating



Bill Thompson, P.E. – Senior Engineer
Role: Project Engineer – Select Projects
Expertise: Steel Design, Wood-Framed Structures, CMU Structures, Renovation and Restoration, Maintenance Facilities



Brian T. Sterling, P.E. – Staff Engineer
Role: Project Engineer – Select Projects
Expertise: Engineered Wood and Wood-Framed Structures, CMU Structures, PEMB Foundation Design, Project Management



Seth M. Hickman, E.I.T. – Graduate Engineer
Role: Project Engineer – Select Projects
Expertise: Wood, Masonry, Concrete and Steel Structures, Project Management

3. References

We are pleased to provide the following references for LSB clients familiar with our work on similar projects:

Vance Ruppert, AIA
Avista Corp.
(509) 495-2235
vance.ruppert@avistacorp.com

Dan Cowger, P.E.
Varela & Associates, Inc.
(509) 328-6066
danielc@varela-engr.com

Joe Foote
Murray Smith
(509) 321-0340
joe.foote@murraysmith.us

Tim Loucks, VP-Civil Division
Garco Construction, Inc.
(509) 755-7222
tloucks@garco.com

Mike Morse
Parametrix
(509) 328-3371
mmorse@parametrix.com

Suzanne Scheidt
North Kootenai Water & Sewer District
(208) 687-6593
suzannes@nkwsd.com

4. Contracts List – 2020 through 2022

LSB has provided structural engineering services to a wide variety of clients in the last two years; most of whom are repeat clients with whom we have long standing relationships. We are pleased that this list includes the City of Spokane. The following list is representative of clients with similar projects since 2020:

On-Call Service Contract – City of Spokane Dept. of Engineering Services

Contract Number: OPR 2019-0511

Period of Performance: July 15, 2019, through November 30, 2022

Contact: Mr. Dan Buller, P.E.

(509) 625-6391

dbuller@spokanecity.org

Structural On-Call Services-Federal Aid Projects Contract – City of Spokane Dept. of Engineering Services

Contract Number: OPR 2018-0732

Period of Performance: January 2019 through December 2020

Contact: Mr. Dan Buller, P.E.

(509) 625-6391

dbuller@spokanecity.org

Master Service Agreement – Varela and Associates, Inc.

Contract Number: Individual task orders or letter agreements

Period of Performance: Current and Ongoing – Indefinite Duration

Contact: Mr. Jesse Cowger, P.E.

(509) 328-6066

jcowger@varela-engr.com

5. Default History

LSB Consulting Engineers has had no contract or agreement terminated for default in the last 5 years. We have had no such termination since the inception of the firm in 1997.



Educational Background

Washington State University
B.S. Civil Engineering
(Structural Emphasis)
1997

Western Washington University
B.S. Mathematics
1989

Registration

State of Washington
Civil - License #39015

State of Oregon
Civil - License #94559

Professional Experience

LSB Consulting Engineers, PLLC
Spokane, WA – 2012 to Present

With Other Firms –
1998 - 2012

Organizations

Structural Engineers Association
of Washington (SEAW)

David's 25 years of combined professional design and construction management experience carries a broad range of engineering and substantial construction experience. His extensive background in bridge construction provides a working knowledge of State and Municipal construction, administration, and project management experience with WSDOT, MDT, ITD, and City of Spokane. Additionally, David has project management experience with institutional, industrial, municipal and commercial facilities. Continually demonstrating effective communication skills, David strives to meet client expectations while exhibiting strong cost management.



Representative Projects

| | |
|--|--------------------|
| Libby Dam Elec Dist. Equip Replacement | Libby, MT |
| CSO Basin Detention Structures (multiple) | Spokane, WA |
| Municipal Water Control Valve Building | Colville, WA |
| Treatment Plant Imp. Foundations | Grangeville, ID |
| Backflow Preventer Maint. Platform | Moses Lake, WA |
| Prestressed Concrete Bridge, Havana St & BNSF | Spokane, WA |
| Prestressed Concrete Bridge, US 93 | Evato, MT |
| Prestressed Concrete Bridges, US 95 and SR 58 | Worley, ID |
| Precast Concrete Shipping/Receiving Facility | Sunnyside, WA |
| Freezer Bldg Emergency Roof Stabilization | Pasco, WA |
| Wemco Industrial Manufacturing Facility | Spokane, WA |
| Food Process Equipment Line | Boardman, OR |
| ADR Shaker Line Crane | Quincy, WA |
| Concrete Structure Transport Skid | Spokane, WA |
| Steel Fire Escape Evaluation and Improvements | Spokane, WA |
| Condenser Equipment Platform | Moses Lake, WA |
| The Terraces Condominiums | Coeur d'Alene, ID |
| Spokane Valley YMCA | Spokane Valley, WA |
| Univ. of Idaho Agricultural Biotechnology Bldg | Moscow, ID |
| BLM Office Bldg and Warehouse Facility | Eugene, OR |

Educational Background

Utah State University
M.S. Civil Engineering
1982

University of Wisconsin – Platteville
B.S. Agricultural Engineering
1979

Registration

State of Washington
Civil Engineer
Structural Engineer

State of Idaho
Civil Engineer
Structural Engineer

State of California
Civil Engineer

Professional Experience

LSB Consulting Engineers, PLLC
Spokane, WA
1997 to Present

With Other Firms –
1982 to 1997

Organizations

Structural Engineers Association
of Washington (SEAW)

American Society of Civil
Engineers (ASCE)
- National Sub-Committee
ASCE 7 Snow and Rain Loads

American Concrete Institute (ACI)

Joe's 40 years of progressive design experience has involved all types of construction materials, including steel, wood, concrete and masonry. His project experience has resulted in thorough familiarization with applicable building codes and structural design criteria. As a design engineer and principal, Joe's primary responsibilities include code compliance, design and analysis standards, and Quality Assurance processes. His experience has included a wide array of industrial structural systems and includes

treatment plant structures, basins and supply system storage tanks, lift stations, diversion vaults and similar heavy civil structures. Clients include municipalities, military agencies, and civil and environmental engineering firms.

Joe has worked on municipal treatment and storage projects in Spokane, Airway Heights, Leavenworth, Liberty Lake and Rock Island, WA, and has provided structural engineering services at Fairchild AFB, Spokane County, and the City of Spokane, WA.



Representative Projects

| | |
|---|--------------------|
| CSO Basin Detention Structures (multiple) | Spokane, WA |
| Wastewater Treatment Plant | Airway Heights, WA |
| Water Reservoir Rehabilitation | Leavenworth, WA |
| Treatment Plant Upgrades | Liberty Lake, WA |
| Treatment Plant Additions and Modifications | Wapato, WA |
| Treatment Basin and Process Tank Addition | Prosser, WA |
| Wastewater Treatment Plant | Colville, WA |
| Wastewater Treatment Modernization | Rock Island, WA |
| Treatment Plant Expansion | Grand Coulee, WA |
| Municipal Water System Storage Tank | Bonnars Ferry, ID |
| Water Intake Facility Expansion | Priest River, ID |
| Central Avenue Well No. 1 Reconstruction | Spokane, WA |
| Five Mile Reservoir Foundation | Spokane, WA |
| Five Mile Booster Station | Spokane, WA |
| Sewer Lift Station Upgrade | Spokane, WA |
| Elevated Water Tank Assessment/Repair | Fairchild AFB, WA |
| Municipal Well House Replacement | Spokane Valley, WA |

Educational Background

University of Washington – Seattle
M.S. Civil Engineering
2001

California State University – Chico
B.S. Civil Engineering
1990

Professional Experience

LSB Consulting Engineers, PLLC
Spokane, WA – 2011 to Present

With Other Firms -
1990 to 2011

Registrations

Professional & Structural Engineer
Washington
Idaho
California

Professional Engineer

Alabama
Montana
Oregon
Tennessee

Organizations

Structural Engineers Association
of Washington (SEAW)

Design-Build Institute of America
(DBIA)

US Green Building Council
LEED AP

Larry has over 30 years of Professional Design and Project Management experience with a broad range of engineering knowledge ranging from the design of new buildings to the assessment and evaluation of existing facilities. New building types have included residential, multifamily, commercial, retail, institutional, industrial, and educational facilities. Work on existing buildings has involved condition assessments, seismic rehabilitation, and post-earthquake evaluations.

Larry has continuously demonstrated a communication style that effectively identifies project goals and client expectations. Projects are kept on schedule and within budget with the use of comprehensive project management tools and techniques. Larry exhibits a strong dedication to quality that ensures lower bids and fewer issues during construction.



Representative Projects

| | |
|--|--------------------|
| Whitman County Courthouse Elevator Upgrade | Colfax, WA |
| City of Hermiston New City Hall | Hermiston, OR |
| Richland Fire Stations #73, #74 & #75 | Richland, WA |
| Grant County District 8 Fire Station | Mattawa, WA |
| Salvation Army Building Assessment | Spokane, WA |
| Federal Building Vault Ceiling Repairs | Richland, WA |
| Avista Post Street Annex Evaluation | Spokane, WA |
| Fairchild AFB Red Morgan Center | Airway Heights, WA |
| Benton County Fairgrounds Pavilion | Kennewick, WA |
| Benton County Annex Building | Prosser, WA |
| City of Richland New City Hall | Richland, WA |
| Avista Warehouse Renovation | Spokane, WA |
| Avista Asset Recovery Facility | Spokane, WA |
| Water Tank Fire Damage Assessment | Pateros, WA |
| Newtech Skill Center Addition | Spokane, WA |
| Post Falls High School Addition | Post Falls, ID |
| Pierce College Classroom Buildings | Lakewood, WA |
| West Valley Community Library | Yakima, WA |
| YVCC Grandview Library | Grandview, WA |
| North East Library Remodel & Expansion | Seattle, WA |
| Univ. of WA Physicians Network Building | Issaquah, WA |
| YVCC Palmer Martin Replacement Building | Yakima, WA |



R a n d a l l J . L a P l a n t e

Consulting Principal Engineer

Educational Background:

University of Colorado-Boulder
B.S. Architectural Engineering
1978

Professional Experience:

LSB Consulting Engineers, PLLC
523 East Third Avenue
Spokane, WA 99202
1997 to 2019 (Retired)

Bovay Northwest, Inc.
Spokane, WA
1988 to 1997

Peden Petersen Lee, P.S.
Spokane, WA
1981 to 1988

Ihlenfeldt Peterson & Assoc.
Denver, CO
1978 to 1981

Organizations:

Structural Engineers Association
of Washington (SEAW)

American Institute of Architects
(AIA) – Allied Member

US Green Building Council
(USGBC) - LEED Green Associate

Design Review Commission -
Catholic Diocese of Spokane

Randy has over 40 years of experience designing structural systems utilizing steel, concrete, wood and masonry. Recent experience includes new construction as well as renovation and addition projects. He has designed structures for recreational facilities, service and maintenance buildings, municipal buildings, fire stations, vehicle storage and servicing facilities, commercial buildings, and industrial facilities.



Randy is experienced with numerous public works and judicial projects and has provided structural engineering expertise in feasibility and planning stages for many of these projects. Recent projects include work for the City of Colville, the City of Rock Island, the City of Spokane Department of Public Works, Benton County, Spokane County, the City of Airway Heights, Kennewick School District, North Franklin School District, and others.

LSB Representative Projects:

| | |
|---|-------------------|
| Richland City Hall | Richland, WA |
| Quincy City Hall | Quincy, WA |
| Quincy Public Safety Facility | Quincy, WA |
| Benton Co. Fairgrounds Pavilion | Kennewick, WA |
| Richland Fire Station No. 74 | Richland, WA |
| Benton Co. Annex Bldg Feasibility Study | Prosser, WA |
| Avista Nine Mile Dam Historic Warehouse | Nine Mile, WA |
| Airport Fire Station | Coeur d'Alene, ID |
| Avista Well Pump Station | Kettle Falls, WA |
| Fire District 4 Road Shop Addition | Chattaroy, WA |
| Port of Moses Lake Fire Protection Building | Moses Lake, WA |
| Border Patrol Station | Oroville, WA |
| Murphy Lake Ranger Station | Fortine, MT |
| Fire Station 43 Addition | Elk, WA |
| Kittitas Valley Pool Facility Renovation | Ellensburg, WA |
| Whitworth University Student Rec Center | Spokane, WA |
| Ferris HS Athletic Facility | Spokane, WA |



J e d D r u f f e l

Senior Engineer

Educational Background

Santa Clara University
B.S. Civil Engineering
2001

Registration

State of Washington
Civil

Professional Experience

LSB Consulting Engineers, PLLC
Spokane, WA
2008 to Present

With Other Firms –
2001 to 2008

Organizations

Structural Engineers Association
of Washington (SEAW)

US Green Building Council
(USGBC) – LEED Green Associate

Jed has over 20 years of experience designing structural systems utilizing steel, concrete, wood and masonry. He is familiar with on-call service contracts and has recently provided structural engineering services to the City of Spokane and Gonzaga University utilizing these contract forms.

Jed is experienced with public works and utility industry projects and has provided structural engineering expertise in design and construction

phases for many of these projects. Recent projects include new construction as well as renovation and addition projects, including structures for water systems, administrative buildings, vehicle servicing and storage, processing, material handling, maintenance, operations, and laboratory functions. His experience also includes field engineering for structural condition assessments, field measurements and data collection, feasibility evaluations, and construction monitoring.



Representative Projects

| | |
|--|---------------------|
| Avista Natural Gas Piping Facility | Spokane, WA |
| COS Rowan Force Main NSC | Spokane, WA |
| COS 5 Mile Booster Station Replacement | Spokane, WA |
| COS Clarke Ave Retaining Wall and Vault Eval. | Spokane, WA |
| COS North 5 Mile Water Reservoir | Spokane, WA |
| Wastewater Treatment Plant | Rock Island, WA |
| COS CSO Basin Detention Structures (multiple) | Spokane, WA |
| Sewer Lift Station Improvements (multiple) | Spokane, WA |
| Avista Corp. Nine Mile Dam Warehouse | Nine Mile Falls, WA |
| Gonzaga University-Bldg Alterations (multiple) | Spokane, WA |
| WSU Veterinary Clinic | Spokane, WA |
| School District Transportation Center | Freeman, WA |
| Overhead Bridge Crane Evaluations (multiple) | WA & ID |
| School District Transportation Center | Walla Walla, WA |
| Wastewater Treatment Plant | Coulee Dam, WA |
| Whitworth Dormitory | Spokane, WA |
| Avista Utilities Housing Addition | Noxon Rapids, MT |

Educational Background

Gonzaga University
B.S. Civil Engineering
1989

Registration

State of Washington
Civil

State of Idaho
Civil
Structural

Professional Experience

LSB Consulting Engineers, PLLC
Spokane, WA
2006 to Present

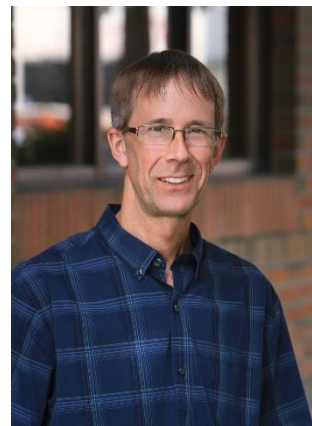
With Other Firms -
1989 to 2006

Organizations

Structural Engineers Association
Of Washington (SEAW)

US Green Building Council
(USGBC) – LEED Green Associate

Bill has 30 years of experience with the complete structural design of educational, industrial, institutional, commercial and residential projects with construction budgets ranging to as much as \$45 million. Project designs have utilized various materials including steel, masonry, reinforced and prestressed concrete and wood. He has considerable experience with renovation and new construction for K-12 schools and is familiar with particular requirements of projects involving historic structures. Bill has experience with projects designed under a Construction Manager/General Contractor method of delivery. His initial CM/GC project was in 2006 and his most recent is currently under construction.



Representative Projects

| | |
|---|---------------------|
| Downtown Pedestrian Improvements | Spokane, WA |
| Lincoln Street Sidewalk Repair | Spokane, WA |
| Wall Street Surface Improvements | Spokane, WA |
| Pasco Middle Schools #3 & #4 | Pasco, WA |
| Shiloh Hills Elementary | Mead, WA |
| Midway Elementary | Mead, WA |
| Municipal Sidewalk Vault Evaluations | Spokane, WA |
| Simcoe Elementary School | Wapato, WA |
| Summit Elementary Classroom Addition | Spokane Valley, WA |
| 9 th Grade Center Renovation | Yakima, WA |
| River City Middle School Addition | Post Falls, ID |
| Canfield Middle School Addition | Coeur D'Alene, ID |
| Kootenai Elementary School Addition | Kootenai, ID |
| Post Falls Elementary School | Post Falls, ID |
| Post Falls High School | Post Falls, ID |
| Sagle Elementary School Renovation/Addition | Sagle, ID |
| Chester Elementary School | Spokane Valley, WA |
| Lake Spokane Elem School Addition | Nine Mile Falls, WA |
| Lutacaga Elem School Renovation/Addition | Othello, WA |
| McFarland Middle School Renovation/Addition | Othello, WA |
| Othello High School Renovation/Addition | Othello, WA |
| Wapato High School | Wapato, WA |
| Jefferson Elementary School | Spokane, WA |
| West Valley High School | Yakima, WA |

Educational Background

Eastern Washington University
B.S. Mechanical Engineering
Technology
2002

Registration

State of Washington
Civil

Professional Experience

LSB Consulting Engineers, PLLC
Spokane, WA
2016 to Present

With Other Firms -
2002 to 2016

Organizations

Structural Engineers Association
of Washington (SEAW)

Brian has 20 years of experience designing structural systems working primarily with wood, concrete, and masonry. Brian brings a unique perspective to projects with his expertise in design/distribution of pre-engineered wood products, work with wood-frame and pre-engineered metal buildings, and detailed management style. He is familiar with on-call and general contractor service contracts and has recently assisted with structural engineering services



to the City of Spokane CSO tanks and Sidewalk Vault projects. Brian is experienced with public works as a former City of Spokane, Hazardous Waste employee (2002), and is a skilled operations/project manager. Recent structural engineering experience includes new construction as well as renovation and addition projects, including structures for administrative buildings, vehicle servicing and storage, processing, material handling, maintenance, and operations. His experience also includes structural condition assessments, field measurements and data collection, and construction monitoring.

Representative Projects

| | |
|---|----------------------|
| N Franklin SD Student Center Addition | Connell, WA |
| N Franklin SD Bus Storage Facility | Connell, WA |
| Children's Center Entry Modifications | Richland, WA |
| West Valley Library Modifications | Yakima, WA |
| Walla Walla High School Upgrades | Walla Walla, WA |
| Coeur d'Alene Elementary | Coeur d'Alene, ID |
| Medical Office Building | Kennewick, WA |
| Pasco Middle Schools #4 & 5 | Pasco, WA |
| Bouten Construction Office Building | Spokane, WA |
| Quincy Public Safety Facility | Quincy, WA |
| Quincy City Hall | Quincy, WA |
| Grandview High School | Grandview, WA |
| School District Transportation Center | Connell, WA |
| Twisp Shop Building | Twisp, WA |
| School District Transportation Facilities | Milton-Freewater, OR |
| Well/Pumphouse Building | Rathdrum, ID |
| Midway Elementary | Mead, WA |



Seth Hickman

Graduate Engineer

Educational Background

Gonzaga University
B.S. Civil Engineering
2018

Registration

State of Washington
E.I.T. (Civil)

Professional Experience

LSB Consulting Engineers, PLLC
Spokane, WA
2018 to Present

Organizations

Structural Engineers Association
of Washington (SEAW)

Seth has 4 years of experience designing structural systems working primarily with wood, concrete, masonry, and steel. Seth always has a client first attitude and looks for ways to increase collaboration and coordination. He is familiar with on-call and general contractor service contracts and has recently assisted with structural engineering services to the City of Spokane Hoffman Well Rehabilitation and Havana Well Station projects.



Seth brings together sound engineering principals with the latest in analysis and design software to deliver thorough and efficient structural designs. Recent structural engineering experience includes new construction as well as renovation and addition projects, including structures for K-12 education, administrative buildings, municipal water systems, and maintenance & operations facilities. His experience also includes structural condition assessments, field measurements and data collection, and construction monitoring.

Representative Projects

| | |
|--------------------------------------|--------------------|
| Kennewick High School | Kennewick, WA |
| Hoffman Well Rehabilitation | Spokane, WA |
| Havana Well Station | Spokane, WA |
| Walla Walla High School Upgrades | Walla Walla, WA |
| Coeur d'Alene Elementary | Coeur d'Alene, ID |
| Medical Office Building | Kennewick, WA |
| White Bluffs Archive and Storage | Richland, WA |
| RPM Express Carwash | Spokane Valley, WA |
| Grant County District 8 Fire Station | Mattawa, WA |
| Richland Fire Station #74 & #75 | Richland, WA |
| Const. Management Office Relocation | Spokane, WA |
| Fairchild AFB Red Morgan Center | Airway Heights, WA |
| Gesa Credit Union | Yakima, WA |



Agenda Sheet for City Council Meeting of:
09/12/2022

| | |
|-----------------------|---------------|
| Date Rec'd | 8/31/2022 |
| Clerk's File # | OPR 2022-0628 |
| Renews # | |

| | | | |
|---------------------------|---|----------------------|--|
| Submitting Dept | NEIGHBORHOOD, HOUSING & | Cross Ref # | |
| Contact Name/Phone | HEATHER PAGE 6578 | Project # | |
| Contact E-Mail | HPAGE@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Contract Item | Requisition # | |
| Agenda Item Name | 1680 - FY 2021 CONTINUUM OF CARE (COC) UFA GRANT AGREEMENTS | | |

Agenda Wording

Acceptance of fiscal year 2021 Continuum of Care Program Award & Agreement as well as permission to enter into subrecipient contracts beginning August 1, 2022.

Summary (Background)

Annually, the CHHS Department competes nationally through the HUD CoC Program for renewal funding of projects that support housing and services for persons experiencing homelessness. Continuums of Care are required to review and rank renewal and new projects submitted for funding through the local competition process. Spokane's local competition was announced July 13, 2021, for renewal projects and on September 13, 2021, for new projects. Fifteen renewal projects, one consolidation application,

| | | |
|-----------------------------|---------------------|--------------------------------------|
| Lease? NO | Grant related? YES | Public Works? NO |
| Fiscal Impact | | Budget Account |
| Revenue | \$ 4,333,859.00 | # 1541-95575-99999-33114-99999 |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| Approvals | | Council Notifications |
| Dept Head | CERECEDES, JENNIFER | Study Session\Other 8/29 PSCH |
| Division Director | FINCH, ERIC | Council Sponsor CM Kinnear |
| Finance | MURRAY, MICHELLE | Distribution List |
| Legal | HARRINGTON, | hpage@spokanecity.org |
| For the Mayor | ORMSBY, MICHAEL | CHHSgrants@spokanecity.org |
| Additional Approvals | | CHHSaccounting@spokanecity.org |
| Purchasing | | kclifton@spokanecity.org |
| ACCOUNTING - | MURRAY, MICHELLE | |
| | | |
| | | |



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

and three new project applications were received. The CoC's application for funding was successful. HUD awarded Spokane/Spokane County CoC an award for \$3,923,057 to fund the one consolidation project and 14 renewal projects (HUD Award No. WA9999U0T022102) and \$410,802 to fund two new Permanent Supportive Housing projects (HUD Award No. WA9006U0T022100).

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

| | |
|--|--|
| | |
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| | |
| | |

Committee Agenda Sheet

Public Safety Committee

| | |
|---------------------------------|--|
| Submitting Department | Community Housing and Human Services |
| Contact Name & Phone | Heather Page, 509-625-6578 |
| Contact Email | hpage@spokanecity.org |
| Council Sponsor(s) | |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | FY 2021 Continuum of Care (CoC) UFA Grant Agreements, WA9006U0T022100 and WA9999U0T022102 |
| Summary (Background) | <p>Each year the Spokane/Spokane County Regional Continuum of Care competes nationally through the HUD Continuum of Care Program for renewal funding for HUD funded projects that support housing and services for people experiencing homelessness.</p> <p>Continuums of Care are required to review and rank renewal and new projects submitted for funding through the local competition process. Spokane's local competition was announced on July 13, 2021, for renewal projects and on September 13, 2021 for new projects. Fifteen renewal applications, one consolidation application, and three new project applications were received.</p> <p>In FY 2021, each new and renewal project went through a three-part review process.</p> <ol style="list-style-type: none"> 1. Project applications were first assessed for compliance with Housing First criteria, a HUD CoC requirement. 2. The CoC RFP and Funding Committee then reviewed the project-level performance data for each project and decided on the overall score and ranking of the projects. The CoC RFP and Funding Committee took into consideration the following factors: Housing First ranking, and project-level performance scores. The CoC RFP and Funding Committee then submitted the rankings of the projects, and their funding recommendations to the CoC Board for the final review and approval. 3. The CoC Board reviewed the rankings and recommendations and on 10/27/2021 voted to accept the RFP and Funding Committee's recommendations as presented, for submission to HUD. <p>The CoC's application for funding was successful. HUD awarded the Spokane/Spokane County CoC an award for \$3,923,057 to fund the one consolidation project and the 14 renewal projects (HUD award #WA9999U0T022102); and \$410,802 to fund two new PSH projects, (HUD award #WA9006U0T022100.)</p> <p>The CoC Planning Grant retained by the City of Spokane as the Collaborative Applicant, was awarded in the amount of \$110,494. The City of Spokane was approved to continue its Unified Funding Status</p> |

| | |
|--|---|
| | <p>(UFA) in FY 2021, a designation which allows for greater budgetary flexibility to shift funds between projects as needed to ensure all funds are fully expended. The UFA designation provides an additional \$110,494 to cover the administrative cost associated with this higher fiduciary and monitoring responsibilities. These two award totals are provided by HUD based on CoC funding award allocations from the previous year. These projects are not required to be ranked and cannot apply for more than HUD has designated. The CoC Planning grant and the UFA Costs award are not guaranteed for renewal in future years.</p> <p>Total CoC HUD funding increased from \$4,148,698 in FY 2020 to \$4,333,859 in FY 2021.</p> <p>However, in FY 2021 HUD did not award Tier 2 awards. Instead, HUD reallocated funds from the CoC's lowest ranked projects to higher performing projects as is HUD's prerogative. This impacted three renewal projects in the Spokane/Spokane County Regional CoC. HUD eliminated funding to Women's Hearth and SNAP's RRH Small Cities project, and decreased funding to SNAP's coordinated entry project.</p> <p>The City of Spokane CHHS Department is contracted with the CoC, through 12/31/2022, to serve as the Collaborative Applicant in submitting funding applications to HUD, administering subrecipient contracts, and providing other support efforts on behalf of the CoC. As the Collaborative Applicant, CHHS is requesting approval to accept the HUD CoC awards, and approval to enter into subrecipient agreements with the award grantees.</p> <p>Both HUD award letters, the CoC's priority ranking of projects, and a list of the funded projects are attached to this briefing paper.</p> |
| Proposed Council Action & Date: | CHHS seeks approval to accept the fiscal year 2021 CoC Program awards from U.S. Department of Housing and Urban Development (HUD) and approval to enter into subrecipient agreements with the awarded grantees. |
| Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) All CoC HUD-funded projects are required to provide a match contribution equivalent to 25% of the total project's budget. All awarded projects have submitted match letters committing to the match requirement. | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? | |

The CoC continually looks for strategies to increase services to historically excluded communities. Historically excluded or underrepresented communities are present in Spokane's homeless population at a higher rate than in Spokane's non-homeless population. The organizations receiving these HUD awards continually review their policies and procedures for ways to decrease the equity disparity in homeless populations.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Data is collected through the CoC's CMIS technology and reviewed in accordance with the CoC and the City's analysis and reporting requirements regarding racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Data is collected through the CoC's CMIS technology and reviewed in accordance with the CoC's performance metrics. This information is used to score subrecipients for ranking during the renewal process each year. Lower scored projects may not receive funding in future years. This was evidenced in the FY 2021 award when HUD eliminated funding for Spokane's three lowest performing projects.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The City actively participated in the development of the 5-year strategic plan to end homelessness. The services funded through the CoC HUD award align with the 5-year strategic plan to end homelessness.

Grant Number: WA9006U0T022100
Tax ID Number: 91-6001280
Unique Entity Identifier: PDNCLY8MYJN3

**CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of Spokane (the “Recipient”).

This Agreement, the use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the operation of projects assisted with Grant Funds are governed by

1. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
2. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time; and
3. the Notice of Funding Opportunity for the fiscal year in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

- ☒ The Recipient is a Unified Funding Agency (UFA).
- ☐ The Recipient is the sole recipient designated by the applicable Continuum of Care.
- ☐ The Recipient is not the only recipient designated by the applicable Continuum of Care.

If the Recipient is a UFA or sole recipient these provisions apply:

HUD's total funding obligation for this grant is \$ \$ 410,802 allocated as follows:

| <u>Performance Period</u> | <u>Budget Period</u> |
|---|----------------------|
| 8/1/2022- 7/31/2023 | 8/1/2022- 7/31/2023 |
| a. Leasing | \$95,666 |
| b. Rental assistance | \$52,812 |
| c. Supportive services | \$210,720 |
| d. Operating costs | \$29,586 |
| e. Homeless Management Information System | \$0 |
| f. Administrative costs | \$ 22,018 |

The Grant Funds an individual project will receive are as shown in the Application on the final approved Summary Budget for the project. Grant funds are provided for the projects listed below to be used during the budget period stated above.

UFA New projects:

| <u>Project No.</u> | <u>Amount</u> |
|--------------------|---------------|
| WA0511U0T022100 | \$206,648 |
| WA0512U0T022100 | \$204,154 |
| | |
| | |
| | |
| | |

Any default by Recipient under this Agreement shall constitute a default by Recipient under any other grant agreement executed in accordance with 24 CFR 578.23(b)(2) or (3) by HUD and the Recipient for awards selected in the same fiscal year Continuum of Care program competition.

If the Recipient reallocates funds from one project during the term of this Agreement to create a new project(s), then no funds may be drawn down by the Recipient for that project(s) until HUD has approved site control.

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of

the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.


HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in *e-snaps*. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

BY: 
(Signature)
Carma E. Reed, Acting CPD Director, Seattle Field Office
(Typed Name and Title)
July 27, 2022
(Date)

Digitally signed by: CARMA REED
Date: 2022.07.27 11:32:14 -08'00'

RECIPIENT

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

INDIRECT COST RATE SCHEDULE

| <u>Agency/Dept./Major Function</u> | <u>Indirect cost rate</u> | <u>Direct Cost Base</u> |
|------------------------------------|---------------------------|-------------------------|
| | % | |
| | % | |
| | % | |
| | % | |

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

Grant Number: WA9999U0T022102
Tax ID No.: 91-6001280
Unique Entity Identifier: PDNCLY8MYJN3

**CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT**

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This Agreement, the use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the operation of projects assisted with Grant Funds are governed by

1. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
2. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time; and
3. the Notice of Funding Opportunity for the fiscal year in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

- ☒ The Recipient is a Unified Funding Agency (UFA).
- ☐ The Recipient is the sole recipient designated by the applicable Continuum of Care.
- ☐ The Recipient is not the only recipient designated by the applicable Continuum of Care.

If the Recipient is a UFA or sole recipient these provisions apply:

HUD's total funding obligation for this grant is \$ \$3,923,057 allocated as follows:

| <u>Performance Period</u> | <u>Budget Period</u> |
|---|-----------------------------|
| 8/1/2022- 7/31/2023 | 8/1/2022-7/31/2023 |
| a. Continuum of Care Planning Activities | \$110,494 |
| b. UFA Costs | \$110,494 |
| c. Leasing | \$448,396 |
| d. Rental assistance | \$1,017,252 |
| e. Supportive services | \$1,457,193 |
| f. Operating costs | \$268,559 |
| g. Homeless Management Information System | \$179,516 |
| h. Administrative costs | \$331,153 |

The Grant Funds an individual project will receive are as shown in the Application on the final approved Summary Budget for the project. Grant funds are provided for the projects listed below to be used during the budget period stated above.

UFA Renewal projects:

| <u>Project No.</u> | <u>Amount</u> |
|---------------------------|----------------------|
| WA0109U0T022114 | \$ 67,755 |
| WA0111U0T022114 | \$ 316,746 |
| WA0126U0T022114 | \$ 76,201 |
| WA0130U0T022114 | \$ 756,463 |
| WA0288U0T022108 | \$ 479,759 |
| WA0329U0T022106 | \$ 197,468 |
| WA0330U0T022106 | \$ 77,345 |
| WA0331U0T022106 | \$ 187,576 |

| | |
|-----------------|------------|
| WA0353U0T022106 | \$ 330,899 |
| WA0373U0T022105 | \$ 249,018 |
| WA0374U0T022105 | \$ 219,869 |
| WA0418U0T022103 | \$ 226,746 |
| WA0420U0T022103 | \$ 333,068 |
| WA0457U0T022101 | \$ 183,156 |

UFA Cost Project:

| <u>Project No.</u> | <u>Amount</u> |
|--------------------|---------------|
| WA9999U0T022102 | \$110,494 |

CoC Planning Project:

| <u>Project No.</u> | <u>Amount</u> |
|--------------------|---------------|
| WA0509U0T022100 | \$110,494 |

Any default by Recipient under this Agreement shall constitute a default by Recipient under any other grant agreement executed in accordance with 24 CFR 578.23(b)(2) or (3) by HUD and the Recipient for awards selected in the same fiscal year Continuum of Care program competition.

If the Recipient reallocates funds from one project during the term of this Agreement to create a new project(s), then no funds may be drawn down by the Recipient for that project(s) until HUD has approved site control.

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in *e-snaps*. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient


hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

BY:  Digitally signed by: CARMA REED
(Signature) Date: 2022.07.27 11:32:14 -08'00'
Carma E. Reed, Acting CPD Director, Seattle Field Office
(Typed Name and Title)
July 27, 2022
(Date)

RECIPIENT

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

INDIRECT COST RATE SCHEDULE

| <u>Agency/Dept./Major Function</u> | <u>Indirect cost rate</u> | <u>Direct Cost Base</u> |
|------------------------------------|---------------------------|-------------------------|
| _____ | _____ % | _____ |
| _____ | _____ % | _____ |
| _____ | _____ % | _____ |
| _____ | _____ % | _____ |

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

FY2021 CoC Board-Approved Ranking List

| | Project | Population | Intervention | Committee Average | Staff | Total | ARD |
|--------|---------|----------------------------|--------------|-------------------|-------|-------|--------------|
| Tier 1 | WA0329 | System (HMIS) | | | | | \$ 197,468 |
| | NEW | PSH (CCEW) | PSH | | | 97.58 | \$ 203,218 |
| | NEW | PSH (VOA) | PSH | | | 95.80 | \$ 203,000 |
| | WA0457 | Chronic | PSH | | 96.09 | 96.09 | \$ 182,201 |
| | WA0130 | Chronic | PSH | 52.00 | 43.26 | 95.26 | \$ 224,098 |
| | WA0373 | System | CE | 51.50 | 43.50 | 95.00 | \$ 249,018 |
| | WA0218 | Chronic | PSH | 51.67 | 43.26 | 94.93 | \$ 142,532 |
| | WA0288 | Families | RRH | 52.00 | 42.50 | 94.50 | \$ 473,195 |
| | WA0353 | Families | RRH | 52.00 | 42.50 | 94.50 | \$ 326,351 |
| | WA0420 | Families & Singles | RRH | 51.00 | 43.31 | 94.31 | \$ 328,844 |
| | WA0129 | Chronic | PSH | 51.00 | 43.26 | 94.26 | \$ 315,411 |
| | WA0111 | Chronic | PSH | 50.33 | 43.26 | 93.59 | \$ 308,574 |
| | WA0418 | Chronic | PSH | 50.50 | 42.26 | 92.76 | \$ 226,746 |
| | WA0128 | Chronic | PSH | 49.33 | 43.26 | 92.59 | \$ 57,443 |
| | WA0374C | Chronic | PSH | 49.67 | 42.19 | 91.86 | \$ 219,869 |
| | WA0126 | Pregnant & Parenting Youth | TH | 49.00 | 42.16 | 91.16 | \$ 76,201 |
| | WA0109 | Families | TH | 48.33 | 41.60 | 89.93 | \$ 67,755 |
| | WA0331 | Singles | RRH | 48.67 | 34.63 | 83.30 | \$ 185,092 |
| | WA0330 | System | CE | 51.50 | 30.38 | 81.88 | \$ 148,337 |
| | WA0125 | Women | SSO - SO | 35.00 | 45.00 | 80.00 | \$ 22,108 |
| | WA0119 | Singles | RRH | 44.33 | 34.63 | 78.96 | \$ 110,118 |
| Total | | | | | | | \$ 4,267,579 |

Annual Renewal Demand (ARD) \$ 4,064,301
Total ARD plus CoC bonus \$ 4,267,579

| Project Consolidations | | |
|--------------------------------|---------|------------|
| WA0128, WA0129, WA0130, WA0218 | WA0130C | \$ 739,485 |

Approved by CoC Board

- Fully fund both new projects
- Allocate 105% to projects that have financially performed well to have COLAs
- Allocate 100% to new projects including new to UFA in Aug 2022 VOA Hope House 2.0
- Reallocate 5% from underspent RRH to fully fund new projects and renewal COLAs
- Reallocate 26% from lowest scoring program RHH WA0119 to get to HUD ARD + CoC Bonus total

FY 2021 CoC UFA HUD Awards

| UFA Renewal Projects | | | | |
|-----------------------------|----------------------------|-----------------------|-----------------------|---------------------|
| Project Intervention | Population | Organization | Project Number | Award Amount |
| TH | Families | Catholic Charities | WA0109U0T022114 | \$67,755.00 |
| PSH | Chronic | Volunteers of America | WA0111U0T022114 | \$316,746.00 |
| TH | Pregnant & Parenting Youth | Volunteers of America | WA0126U0T022114 | \$76,201.00 |
| PSH | Chronic | Volunteers of America | WA0130U0T022114 | \$756,463.00 |
| RRH | Families | Catholic Charities | WA0288U0T022108 | \$479,759.00 |
| System HMIS Project | | City of Spokane | WA0329U0T022106 | \$197,468.00 |
| System Coordinated Entry | Singles | SNAP | WA0330U0T022106 | \$77,345.00 |
| RRH | Singles | SNAP | WA0331U0T022106 | \$187,576.00 |
| RRH | Families - DV | YWCA | WA0353U0T022106 | \$330,899.00 |
| System Coordinated Entry | Families | Catholic Charities | WA0373U0T022105 | \$249,018.00 |
| PSH | Chronic | Catholic Charities | WA0374U0T022105 | \$219,869.00 |
| PSH | Chronic | Catholic Charities | WA0418U0T022103 | \$226,746.00 |
| RRH | Families & Singles - DV | YWCA | WA0420U0T022103 | \$333,068.00 |
| PSH | Chronic | Volunteers of America | WA0457U0T022101 | \$183,156.00 |
| UFA Cost Project | | City of Spokane | WA9999U0T022102 | \$110,494.00 |
| CoC Planning Project | | City of Spokane | WA0509U0T022100 | \$110,494.00 |

| UFA New Projects | | | | |
|-------------------------|-------------------|-----------------------|-----------------------|---------------------|
| Project Name | Population | Organization | Project Number | Award Amount |
| PSH | Chronic | Catholic Charities | WA0511U0T022100 | \$206,648.00 |
| PSH | Chronic | Volunteers of America | WA0512U0T022100 | \$204,154.00 |



Agenda Sheet for City Council Meeting of:
04/25/2022

| | |
|-----------------------|------------|
| Date Rec'd | 4/13/2022 |
| Clerk's File # | ORD C36193 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|---------------------------------------|
| Submitting Dept | POLICE |
| Contact Name/Phone | MIKE MCNAB 835-4514 |
| Contact E-Mail | MMCNAB@SPOKANEPOLICE.ORG |
| Agenda Item Type | Special Budget Ordinance |
| Agenda Item Name | 1560 - STATE FORFEITURES CI FUNDS SBO |

Agenda Wording

Special Budget Ordinance to increase appropriations by \$40,000 of State forfeiture funds to be used as confidential funds.

Summary (Background)

The department is requesting a \$40,000 increase in confidential funds in order to keep up with the influx of fentanyl and methamphetamines in our community. SPD accomplishes drug enforcement by targeting those distributing illegal substances through controlled purchases. This increase would align SPD's budget authority with the current demand to use these funds for enforcement.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

| | | | |
|---------|-----------|------------------------------|--------------------------------|
| Expense | \$ 40,000 | <u>Budget Account</u> | # 1560-17200-21250-54922-99999 |
| Select | \$ | | # |
| Select | \$ | | # |
| Select | \$ | | # |

Approvals

Dept Head HAMMOND, JENNIFER

Division Director

Finance SCHMITT, KEVIN

Legal PICCOLO, MIKE

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Purchasing

MANAGEMENT & BUDGET INGIOSI, PAUL

BUDGET

Council Notifications

Study Session\Other PSCHC Meeting
04/11/2022

Council Sponsor CATHCART/BINGLE

Distribution List

spdfinance

MMCNAB

Committee Agenda Sheet

Public Safety & Community Health

| | |
|---|--|
| Submitting Department | Spokane Police Department |
| Contact Name & Phone | Major Mike McNab 835-4514 |
| Contact Email | mmcnab@spokanepolice.org |
| Council Sponsor(s) | Councilman Cathcart, Councilman Bingle |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes |
| Agenda Item Name | SBO to access state drug forfeiture funding |
| Summary (Background) | <p>In the 2022 budget, the police department was allocated \$110,000 from the state drug forfeiture account for legal services, confidential funds and undercover vehicles. The current balance of state drug forfeiture funds after 2022 allocations and 2022 SBO's approved by council is \$481,110.</p> <p>The department is requesting a \$40,000 increase in confidential funds in order to keep up with the influx of fentanyl and methamphetamines in our community. SPD accomplishes drug enforcement by targeting those distributing illegal substances through controlled purchases. Starting in 2020, confidential fund budgets were reduced between \$20,000 and \$25,000. SPD has run out of spending authority every year since. This has impacted on-going drug investigations and resulted in SPD having to cover overages with funding intended for other purposes. This increase would align SPD's budget authority with the current demand to use these funds for enforcement.</p> <p>The department is also requesting \$25,000 to fund a request for proposal to non-profit entities that provide at-risk youth services that will support prevention of drug use and drug crimes using peer support and leadership from individuals who have successfully exited criminal justice involvement.</p> <p>The department is requesting \$10,000 for training and travel for detectives to attend courses on how to navigate a new national database for stolen property trafficking detection.</p> |
| Proposed Council Action & Date: | Approval on May 23, 2022 |
| Fiscal Impact: Total Cost: \$75,000 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: State funds received for one-time costs related to law enforcement and criminal justice legislation Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |

What impacts would the proposal have on historically excluded communities?

Targeting those distributing dangerous substances serves all populations in our community suffering from substance abuse. It further serves our entire community by reducing the violence and property crimes associated with illicit drug trade.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

The Police Department keeps detailed records for the use of confidential funds. Instances of confidential fund use are further documented in police reporting which captures race and gender should this data be needed for a focused analysis.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

This is a well-established police practice that has proven to be effective in drug enforcement by building criminal cases against those distributing illicit substances.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Increasing the confidential fund allocation will ensure the police department can continue combating the influx of fentanyl and methamphetamine in our community without disruption. This increase in funding aligns with the goal from the Police Department's 2022- 2023 Strategic Plan to help create a safer, healthier, and more supportive environment for all residents and visitors.

The use of state drug forfeiture funds for these purposes aligns with RCW 69.50.505 where the funds are used exclusively for the expansion and improvement of controlled substances related law enforcement activity.

ORDINANCE NO C36193

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Forfeitures & Contributions 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 Forfeitures & Contributions Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriations by \$175,0000
 - A) Of the increased appropriations; \$40,000 of the increase is to be used as confidential funds used for controlled purchases of illegal substances,
 - B) \$125,000 shall be used to fund a request for proposal to non-profit entities that provide at-risk youth services that will support prevention of drug use and drug crimes using peer support and leadership from individuals who have successfully exited criminal justice involvement
 - C) \$10,000 for training.
- 2) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund

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 continue and expand the use of confidential funds, 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: 09/12/2022

| | |
|-----------------------|------------|
| Date Rec'd | 8/24/2022 |
| Clerk's File # | ORD C36263 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|------------------------------|
| Submitting Dept | FIRE |
| Contact Name/Phone | BRIAN SCHAEFFER 509-625-7001 |
| Contact E-Mail | BSCHAEFFER@SPOKANECITY.ORG |
| Agenda Item Type | Special Budget Ordinance |
| Agenda Item Name | SBO FOR FIRE SITING STUDY |

Agenda Wording

The study will consist of not only a physical evaluation of SFD's existing stations, assessing which stations should be renovated and which should be replaced and/or relocated, but it will also assess the need for additional facilities.

Summary (Background)

This Capital Facilities Plan is intended to provide the Executive and Legislative Branches, Fire Chief, Management Team, and the citizens of Spokane and partners with a road map for the future development of SFD facilities strategically located to serve the needs of the immediate surrounding communities in Spokane County. The project includes an in-depth, district-wide, and regional examination of SFD's immediate, short-term, and long-term (ten-year) capital facility needs.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

| | | |
|---------|--------------|--------------------------|
| Expense | \$ \$400,000 | # 1615-48400-97117-80101 |
| Revenue | \$ \$400,000 | # 1970-35160-99999-39718 |
| Expense | \$ \$400,000 | # 1970-35160-XXXXX-54101 |
| Select | \$ | # |

Budget Account

Approvals

| | |
|---------------------------------|------------------|
| <u>Dept Head</u> | SCHAEFFER, BRIAN |
| <u>Division Director</u> | SCHAEFFER, BRIAN |
| <u>Finance</u> | SCHMITT, KEVIN |
| <u>Legal</u> | PICCOLO, MIKE |
| <u>For the Mayor</u> | PERKINS, JOHNNIE |

Council Notifications

| | |
|-----------------------------------|--------------------|
| <u>Study Session\Other</u> | 8/15 F&A Committee |
| <u>Council Sponsor</u> | Beggs/Kinnear |

Distribution List

Additional Approvals

| | |
|---------------------------------------|-------------------|
| <u>Purchasing</u> | |
| <u>MANAGEMENT & BUDGET</u> | STRATTON, JESSICA |
| | |
| | |

Committee Agenda Sheet

Finance & Administration

| | |
|---|---|
| Submitting Department | Fire Department |
| Contact Name & Phone | Brian Schaeffer 509-625-7001 |
| Contact Email | bschaeffer@spokanecity.org |
| Council Sponsor(s) | Beggs / Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | SBO for Fire Study |
| Summary (Background) | <p>This Capital Facilities Plan is intended to provide the Executive and Legislative Branches, Fire Chief, Management Team, and the citizens of Spokane and partners with a road map for the future development of SFD facilities strategically located to serve the needs of the immediate surrounding communities in Spokane County. The project includes an in-depth, district-wide, and regional examination of SFD's immediate, short-term, and long-term (ten-year) capital facility needs. The study will consist of not only a physical evaluation of SFD's existing stations, assessing which stations should be renovated and which should be replaced and/or relocated, but it will also assess the need for additional facilities in underserved portions of the jurisdiction and surrounding areas adjacent to the SFD's existing service area. Facilities belonging to adjoining fire districts/cities will also be considered and whether their location impacts service delivery to SFD's citizens due to the implementation of two-way, automatic mutual aid agreements. In addition, to the physical evaluation of the SFD's existing facilities, the examination will also analyze development and growth patterns, traffic patterns, socio-economic data, building inventory, and other factors that impact service demand, call volume, and turnout time challenges due to station building design configurations and station locations adversely affecting service delivery times from specific current and prospective base-station locations.</p> |
| Proposed Council Action & Date: | SBO Approval on Aug 29, 2022 |
| Fiscal Impact: Total Cost: <u>\$500,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: \$400k from Real Estate Excise Tax First Quarter Percent & \$100k from General Fund Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? The siting of Fire Stations and response capability is critical to the safety of the community. Traditionally, risk and incident volume in low-income neighborhoods or areas with vulnerable community members are especially at risk, requiring the most deliberate and evidence-based approach to siting facilities. | |

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

The consultant is using public-accessed data from the latest US Census and SFD GIS/Incident data.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

The final product will provide the community with an evidence-based plan for capital repairs, investments, and facility locations well into the future.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The plan will integrate with existing Comprehensive Planning efforts and serve as an adjunct to assist future legislative action.

ORDINANCE NO C36263

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Real Estate Excise Tax Fund and EMS 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 Real Estate Excise Tax Fund, and the budget annexed thereto with reference to the Real Estate Excise Tax Fund, the following changes be made:

- 1) Increase appropriation by \$400,000.
 - A) Of the increased appropriation, \$400,000 is provided solely as a transfer-out to the Fire/EMS fund for the commission of a fire facilities study.

Section 2. That in the budget of the Fire/EMS Fund, and the budget annexed thereto with reference to the Fire/EMS Fund, the following changes be made:

- 1) Increase revenue by \$500,000.
 - A) \$400,000 of the increased revenue is a transfer-in from Real Estate Excise Tax First Quarter Percent.
 - B) \$100,000 of the increased revenue is a transfer-in from the General Fund.
- 2) Increase appropriation by \$500,000.
 - C) Of the increased appropriation, \$500,000 is to be used solely for the commission of a fire facilities study.

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 commission a study of current and future fire department facilities, 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:
09/12/2022

| | |
|-----------------------|------------|
| Date Rec'd | 8/24/2022 |
| Clerk's File # | ORD C36264 |
| Renews # | |

| | | | |
|---------------------------|-----------------------------|----------------------|--|
| Submitting Dept | HUMAN RESOURCES | Cross Ref # | |
| Contact Name/Phone | M LOWMASTER 509.435.8463 | Project # | |
| Contact E-Mail | MLOWMASTER@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Special Budget Ordinance | Requisition # | |
| Agenda Item Name | SBO - WORKERS' COMPENSATION | | |

Agenda Wording

Furniture for Safety Department Workers' Compensation New Staff

Summary (Background)

The purpose of this SBO is to provide furniture for two new positions in the Safety Department and to provide cubicle walls and updated ergonomic furniture for the Workers' Compensation team. The cubicle walls will be added security for confidential employee personal data.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ (\$20,000)

Expense \$ \$20,000

Select \$

Select \$

Budget Account

5810-78300-17610-08500-99999

5810-78300-17610-53505-99999

#

#

Approvals

Dept Head PICCOLO, MIKE

Division Director PICCOLO, MIKE

Finance BUSTOS, KIM

Legal PICCOLO, MIKE

For the Mayor PERKINS, JOHNNIE

Council Notifications

Study Session\Other 8/15 F&A Committee

Council Sponsor Wilkerson/Stratton

Distribution List

jlargent@spokanecity.org

mlowmaster@spokanecity.org

Additional Approvals

Purchasing

MANAGEMENT & BUDGET STRATTON, JESSICA

| | | |
|--|--|--|
| | | |
| | | |

Committee Agenda Sheet

Finance & Administration Committee

| | |
|--|---|
| Submitting Department | Safety Department (Human Resources) |
| Contact Name & Phone | 509.435.8463 |
| Contact Email | mlowmaster@spokanecity.org |
| Council Sponsor(s) | CM Wilkerson |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | SBO – Worker’s Compensation |
| Summary (Background) | The purpose of this SBO is to provide furniture for two new positions in the Safety Department and to provide cubicle walls and updated ergonomic furniture for the Worker’s Compensation team. The cubicle walls will be added security for confidential employee personal data. |
| Proposed Council Action & Date: | SBO approval on August 29,2022 |
| Fiscal Impact: Total Cost: <u>\$20,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Salary savings from vacant project employee Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? No impacts created by fund transfer. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? No impacts created by fund transfer. | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? No impacts created by fund transfer. | |

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

No impacts created by fund transfer.

ORDINANCE NO C36264

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Worker's Compensation 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 Worker's Compensation Fund, and the budget annexed thereto with reference to the Worker's Compensation Fund, the following changes be made:

- 1) Decrease the appropriation for a project employee by \$20,000.
- 2) Increase the appropriation for office furniture by \$20,000.
- (A) There is no change to the overall appropriation level in the Worker's Compensation Fund.

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 of additional furniture for new positions, 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: 09/12/2022

| | |
|------------------------------|------------|
| <u>Date Rec'd</u> | 8/24/2022 |
| <u>Clerk's File #</u> | ORD C36265 |
| <u>Renews #</u> | |
| <u>Cross Ref #</u> | |
| <u>Project #</u> | |
| <u>Bid #</u> | |
| <u>Requisition #</u> | |

| | |
|----------------------------------|--------------------------|
| <u>Submitting Dept</u> | PARKS & RECREATION |
| <u>Contact Name/Phone</u> | GARRETT JONES X9936 |
| <u>Contact E-Mail</u> | GJONES@SPOKANECITY.ORG |
| <u>Agenda Item Type</u> | Special Budget Ordinance |
| <u>Agenda Item Name</u> | 4600 - GOLF FUND SBO |

Agenda Wording

Due to inflationary pressures increasing the costs of fuel, supplies, and capital, Parks is requesting an additional \$80,000 for increased expenses. Parks is also requesting an additional \$40,000 to complete the Indian Canyon roof replacement project

Summary (Background)

The large inflationary increases in fuel, supplies and capital costs have severely impacted the Golf operating accounts. This has been particularly evident in fuel costs; and for fertilizers and other petroleum-based chemicals used to maintain the City's four golf courses. In addition, the roof is being replaced on the Indian Canyon clubhouse, and we had an unforeseen capital expense related to permitting for increasing the water capacity at the course, leaving the capital budget underfunded.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

| | | |
|---------|-------------|--------------------------------|
| Expense | \$ \$80,000 | # 4600-Various |
| Expense | \$ \$40,000 | # 4600-XXXXX-XXXXX-XXXXX-XXXXX |
| Select | \$ | # |
| Select | \$ | # |

Approvals

| | |
|---------------------------------|------------------|
| <u>Dept Head</u> | CONLEY, JASON K. |
| <u>Division Director</u> | JONES, GARRETT |
| <u>Finance</u> | WALLACE, TONYA |
| <u>Legal</u> | PICCOLO, MIKE |
| <u>For the Mayor</u> | PERKINS, JOHNNIE |

Council Notifications

| | |
|-----------------------------------|-----------------------|
| <u>Study Session\Other</u> | F&A Committee 8-15-22 |
| <u>Council Sponsor</u> | CM Stratton & Kinnear |

Distribution List

Additional Approvals

| | |
|---------------------------------------|-------------------|
| <u>Purchasing</u> | |
| <u>MANAGEMENT & BUDGET</u> | STRATTON, JESSICA |
| | |
| | |

ORDINANCE NO C36265

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Golf 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 Golf Fund, and the budget annexed thereto with reference to the Golf Fund, the following changes be made:

- 1) Increase appropriation by \$120,000.
- 2) Of the increased appropriation, \$ 80,000 is provided solely for fuel and operating supplies.
- 3) Of the increased appropriation, \$ 40,000 is provided solely for capital.
- (A) This is an increase to the overall appropriation level in the Golf Fund.

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 inflationary cost increases in supplies, fuel, and capital expenditures, 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

Committee Agenda Sheet

Finance & Administration Committee

| | |
|--|--|
| Submitting Department | Parks & Recreation |
| Contact Name & Phone | Garrett Jones 509-795-9936 |
| Contact Email | gjones@spokanecity.org |
| Council Sponsor(s) | |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | SBO – Golf Fund |
| Summary (Background) | <p>The large inflationary increases in fuel, supplies and capital costs have severely impacted the Golf operating accounts. This has been particularly evident in fuel costs; and for fertilizers and other petroleum-based chemicals used to maintain the City's four golf courses. However, these inflationary pressures are being felt in all supply accounts to some degree. These increases were unforeseen when the budget was being developed in 2021, and this request is for an additional \$80,000 for the cost increases seen across the program.</p> <p>In addition, the roof is being replaced on the Indian Canyon clubhouse, and we had an unforeseen capital expense related to permitting for increasing the water capacity at the course thereby leaving the capital budget underfunded. Parks is requesting an additional \$40,000 to cover this expense and to provide a reserve for any other unexpected capital repairs for the remainder of the year.</p> |
| Proposed Council Action & Date: | SBO Approval on Aug 29, 2022 |
| Fiscal Impact: Total Cost: <u>\$120,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Golf fund Balance Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Operating expense increase built into 2023 budget. Capital expenses one-time. Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? Authorization will allow the Golf courses to be maintained at a high standard and the capital expenditures will prevent the Indian Canyon clubhouse from deteriorating from lack of maintenance on the roof. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | |

All expenditures and progress are reported to the Park Board on a frequent basis.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A



Agenda Sheet for City Council Meeting of: 09/12/2022

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|-----------------------|------------|
| Date Rec'd | 8/24/2022 |
| Clerk's File # | ORD C36266 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|----------------------------------|
| Submitting Dept | MANAGEMENT & BUDGET |
| Contact Name/Phone | JESSICA STRATTON 509-625-6369 |
| Contact E-Mail | JSTRATTON@SPOKANECITY.ORG |
| Agenda Item Type | Special Budget Ordinance |
| Agenda Item Name | 0020- ELECTION SERVICES 2022 SBO |

Agenda Wording

The City will incur the cost of holding an election for City Charter changes.

Summary (Background)

On July 25, 2022, the City Council passed a resolution requesting the Spokane County Auditor to hold a special election to amend sections of the City Charter regarding the city attorney and other legal counsel. As such, the City will incur the costs of such election. At this time, the cost is estimated to be \$250,000. The funding source is Unappropriated General Fund Balance.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

| | | | |
|---------|--------------|-----------------------|--------------------------------|
| Expense | \$ \$250,000 | Budget Account | # 0020-88100-14400-55110-99999 |
| Select | \$ | # | |
| Select | \$ | # | |
| Select | \$ | # | |

Approvals

| | |
|--------------------------|-------------------|
| Dept Head | STRATTON, JESSICA |
| Division Director | WALLACE, TONYA |
| Finance | BUSTOS, KIM |
| Legal | PICCOLO, MIKE |
| For the Mayor | PERKINS, JOHNNIE |

Council Notifications

| | |
|----------------------------|--------------------|
| Study Session\Other | 8/15 F&A Committee |
| Council Sponsor | Beggs/Wilkerson |

Distribution List

budget@spokanecity.org

Additional Approvals

| | |
|--------------------------------|-------------------|
| Purchasing | |
| MANAGEMENT & BUDGET | STRATTON, JESSICA |
| | |
| | |

Committee Agenda Sheet

Finance & Administration Committee

| | |
|---|--|
| Submitting Department | Division of Finance & Administration |
| Contact Name & Phone | Jessica Stratton |
| Contact Email | jstratton@spokanecity.org |
| Council Sponsor(s) | CP Beggs, CM Wilkerson |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Election Expense SBO |
| Summary (Background) | <p>On July 25, 2022, the City Council passed a resolution requesting the Spokane County Auditor to hold a special election to amend sections of the City Charter regarding the appointment, duties, and powers of the city attorney and other legal counsel.</p> <p>As such, the City will incur the costs of such election. The costs will be a proportionate share of the County Auditor's cost to conduct such election based on total number of ballot proposals.</p> <p>At this time, the cost is estimated to be \$250,000. It could be more if there are few or no other jurisdictions with ballot proposals. It could be less if there are many ballot proposals. The last special election cost around \$223,000.</p> <p>The funding source is Unappropriated General Fund balance. There is sufficient funding in this account to cover this expense. The estimated balance of the reserve, assuming this allocation is approved, is \$15,327,044.</p> |
| Proposed Council Action & Date: | Approval August 29, 2022. |
| Fiscal Impact: Total Cost: <u>\$250,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Unappropriated Fund Balance in the General Fund Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? | |
| NA | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | |

NA

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

NA

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

NA

ORDINANCE NO C36266

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, 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 \$250,000.
- 2) Of the increased appropriation, \$250,000 is provided solely for election services in the Non-departmental department and shall be funded from Unappropriated General Fund Balance.
- (A) This is an increase to the overall appropriation level in the General Fund.

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 City Council's request to run an election this year, 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: 09/12/2022

| | |
|-----------------------|------------|
| Date Rec'd | 8/24/2022 |
| Clerk's File # | ORD C36267 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|------------------------------|
| Submitting Dept | FIRE |
| Contact Name/Phone | BRIAN SCHAEFFER 509-625-7001 |
| Contact E-Mail | BSCHAEFFER@SPOKANECITY.ORG |
| Agenda Item Type | Special Budget Ordinance |
| Agenda Item Name | FIRE OVERTIME 2022 SBO |

Agenda Wording

Based on actual costs and revenues for the Fire Department and projections through the remainder of the fiscal year, the overall net funding need is \$3.4 million across all Fire funds to cover OT.

Summary (Background)

Feb 2022-F&A projected Fire would exceed 2022 Budget due to vacant firefighter positions and need to backfill with firefighters on overtime. Vacancies accumulated during pandemic and inability to schedule recruit academies for replacements. Several meetings were held to inform City leadership of challenge and discuss options. Fire scheduled second recruit academy in 2022 to target 40 new firefighters. Dept. monitors expenses for redirection for overtime overspend.

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|------------------------|-----------------------|------------------|
| Lease? NO | Grant related? NO | Public Works? NO |
| Fiscal Impact | Budget Account | |
| Expense \$ \$3,400,000 | # 1425-tbd | |
| Revenue \$ \$3,400,000 | # 1970-tbd | |
| Expense \$ \$3,400,000 | # 1970-tbd | |
| Select \$ | # | |

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|---------------------------------------|-------------------|-------------------------------------|----------------------|
| <u>Approvals</u> | | <u>Council Notifications</u> | |
| <u>Dept Head</u> | SCHAEFFER, BRIAN | <u>Study Session\Other</u> | F&A committee - 8-15 |
| <u>Division Director</u> | SCHAEFFER, BRIAN | <u>Council Sponsor</u> | Wilkerson/Cathcart |
| <u>Finance</u> | SCHMITT, KEVIN | <u>Distribution List</u> | |
| <u>Legal</u> | PICCOLO, MIKE | | |
| <u>For the Mayor</u> | PERKINS, JOHNNIE | | |
| <u>Additional Approvals</u> | | | |
| <u>Purchasing</u> | | | |
| <u>MANAGEMENT & BUDGET</u> | STRATTON, JESSICA | | |
| | | | |
| | | | |

Committee Agenda Sheet

Finance & Administration Committee

| | |
|---------------------------------|---|
| Submitting Department | Fire Department |
| Contact Name & Phone | Brian Schaeffer |
| Contact Email | bschaeffer@spokanecity.org |
| Council Sponsor(s) | |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Fire Overtime 2022 SBO |
| Summary (Background) | <p>During February 2022, Finance & Administration projected that Fire would exceed their total 2022 Budget due to continued vacant firefighter positions and the need to backfill scheduled slots with firefighters on overtime. The increased number of vacant positions accumulated during the pandemic and the inability to schedule the necessary recruit academies to replace the incumbents. Several meetings were held in February and March to inform City leadership of the challenge and to discuss options.</p> <p>To mitigate the cost to the extent possible, while not impacting services nor requiring bargaining with the labor union, the Fire Department scheduled a second recruit academy during 2022 and targeted the hiring of 40 new firefighters. The department also carefully monitored all other expenses and will continue to do so through the remainder of the fiscal year so that any budgetary savings achieved can be redirected to cover the overtime overspend.</p> <p>Based on actual costs and revenues for the Fire Department and projections through the remainder of the fiscal year, the overall net funding need is \$3.4 million across all Fire funds.</p> <p>Specifically, uniformed overtime is projected to be approximately \$9.7 million, or nearly \$6.7 million over the budgeted amount of about \$3.1 million. Savings in various other account types, such as wages from vacant positions, will help cover the budget overage.</p> <p>That Administration will continue to monitor through the remainder of the fiscal year. Another request may be required in QR4 depending on how scheduling is impacted by resignations and other uncontrollable events.</p> <p>Options:</p> <ul style="list-style-type: none"> • ARPA – This federal funding is intended, in part, to help local governments recover from significant revenue losses. The City of Spokane lost an estimated \$37 million due to the pandemic. • Unappropriated General Fund – This is an unassigned and available resource accumulated from prior years of about \$12 million (2021 YE estimate of \$15 million less \$3.1 million allocated for Police Vehicles). Most of this will be |

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| | <p>required to address the City's obligations to the PDA's and labor groups.</p> <ul style="list-style-type: none"> • Service Level Reduction – This would be a combination of closing companies and full stations with low call volume. This option could only be implemented until the new labor agreement is ratified. The new labor agreement provides for minimum staffing requirements. Therefore, this option would not fully resolve the financial challenge. <p>Recommendation: The Administration recommends the use of ARPA for this one-time expense directly linked to the pandemic.</p> |
| Proposed Council Action & Date: | Approval August 29, 2022. |
| <p>Fiscal Impact: Total Cost: <u>\$3,400,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: ARPA under the Revenue Replacement Category</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> | |
| Operations Impacts | |
| <p>What impacts would the proposal have on historically excluded communities?</p> <p>NA</p> | |
| <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>NA</p> | |
| <p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>NA</p> | |
| <p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>NA</p> | |

ORDINANCE NO C36267

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the American Rescue Plan Fund & EMS 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 American Rescue Plan Fund, and the budget annexed thereto with reference to the American Rescue Plan Fund, the following changes be made:

- 1) Increase the appropriation by \$3,400,000.
- A) Of the increased appropriation, \$3,400,000 is provided solely as an operating transfer-out to the Fire department.

Section 2. That in the budget of the EMS Fund, and the budget annexed thereto with reference to the EMS Fund, the following changes be made:

- 1) Increase revenue by \$3,400,000.
- A) Of the increased revenue, \$3,400,000 is provided solely as an operating transfer-in from the American Rescue Plan Fund.
- 2) Increase appropriation by \$3,400,000.
- B) Of the increased appropriation, \$3,400,000 is provided solely for uniformed overtime.

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 pay Fire uniformed overtime while understaffed, 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: 09/12/2022

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|-----------------------|------------|
| Date Rec'd | 8/24/2022 |
| Clerk's File # | ORD C36268 |
| Renews # | |

| | | | |
|---------------------------|--|----------------------|--|
| Submitting Dept | FLEET SERVICES | Cross Ref # | |
| Contact Name/Phone | RICK GIDDINGS 625-7706 | Project # | |
| Contact E-Mail | RGIDDINGS@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Special Budget Ordinance | Requisition # | |
| Agenda Item Name | 5100-SBO FOR STREET DEPARTMENT FLUSHER TRUCK | | |

Agenda Wording

SBO for Fleet Replacement Funds to replace budget for the purchase of 2 Flusher Trucks for the Street Department.

Summary (Background)

2 Flusher Trucks were ordered for the Street Department in 2020 using Fleet Replacement Funds. In November 2021, the first truck arrived, and payment was issued before finding that the truck was not built to our specifications. This truck was returned and a refund of \$360,808 was issued and returned to Fleet Replacement Funds. The order for the second truck was cancelled. Fleet is requesting an SBO for \$360,808 to replace budget so the trucks can be purchased from a different supplier.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

| | | | |
|---------|------------|------------------------------|--------------------------|
| Expense | \$ 360,808 | <u>Budget Account</u> | # 5110-71700-94000-56404 |
| Select | \$ | | # |
| Select | \$ | | # |
| Select | \$ | | # |

Approvals

| | |
|---------------------------------|-------------------|
| <u>Dept Head</u> | GIDDINGS, RICHARD |
| <u>Division Director</u> | WALLACE, TONYA |
| <u>Finance</u> | ORLOB, KIMBERLY |
| <u>Legal</u> | PICCOLO, MIKE |
| <u>For the Mayor</u> | ORMSBY, MICHAEL |

Council Notifications

| | |
|-----------------------------------|-----------------|
| <u>Study Session\Other</u> | PIES 08/22 |
| <u>Council Sponsor</u> | Kinnear, Bingle |

Distribution List

| |
|---------------------------|
| rgiddings@spokanecity.org |
| mmartinez@spokanecity.org |

Additional Approvals

Purchasing

| | |
|---------------------------------------|-------------------|
| <u>MANAGEMENT & BUDGET</u> | STRATTON, JESSICA |
|---------------------------------------|-------------------|

Committee Agenda Sheet

[Public Infrastructure Environment and Sustainability]

| | |
|---|--|
| Submitting Department | Fleet Services |
| Contact Name & Phone | Rick Giddings |
| Contact Email | rgiddings@spokanecity.org |
| Council Sponsor(s) | CM Kinnear |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____ |
| Agenda Item Name | 5100-SBO for Street Department Flusher Trucks |
| Summary (Background) | <p>2 dual steering Flusher Trucks were ordered for the Streets Department in 2020 using Fleet Replacement as the funding source. In November 2021, the first truck arrived, and payment was issued before finding that the truck was not built to our specifications. This truck was returned and a refund in the amount of \$360,808 was issued. The order for the second truck was cancelled. Fleet is requesting an SBO for \$360,808 to provide budget for the purchase of 2 Flusher trucks from a different supplier.</p> |
| Proposed Council Action & Date: | SBO Approval on 08/29/222 |
| Fiscal Impact: Total Cost: \$360,808 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? None Identified | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Vehicles purchased using this budget are included in the City's Capital Improvement Program and were previously approved for purchase. | |

ORDINANCE NO C36268

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Fleet Services Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase the appropriation for vehicles in the Fleet Services Equipment Replacement department by \$360,808 which shall be funded from unappropriated fund balance.
- (A) This is an increase to the overall appropriation level in the Fleet Services Fund.

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 purchase specified-conforming Flushers trucks, 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:**

09/12/2022

Date Rec'd

8/24/2022

Clerk's File #

ORD C36269

Renews #**Submitting Dept**PLANNING & ECONOMIC
DEVELOPMENT**Cross Ref #****Contact Name/Phone**

SPENCER GARDNER X6097

Project #**Contact E-Mail**

SGARDNER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

0650 - PLANNING SERVICES SBO

Agenda Wording

The Building Opportunities and Choices for All Ordinance requires changes to the City's comprehensive plan and development code. Planning requests a transfer of \$170,000 from salary savings to pay for consulting services to comply with the ordinance.

Summary (Background)

The pilot zoning ordinance (Building Opportunities and Choices for All, ORD C36232) passed by council on July 18, 2022 includes a one-year pilot period during which the city is required to make changes to our comprehensive plan and development code. The Planning Department is actively recruiting staff, but in the interim, Planning requests a transfer of \$170,000 from salary savings to Consulting Services line item. The city will greatly benefit from having outside expertise on this work.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ (\$50,000)

0650-51100-58620-02600-99999

Expense \$ (\$95,000)

0650-51100-58620-02570-99999

Expense \$ (\$25,000)

0650-51100-58620-02560-99999

Expense \$ \$170,000

0650-51100-58620-54201-99999

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

BLACK, TIRRELL

Study Session\Other

F&A Committee 8-15-22

Division Director

MACDONALD, STEVEN

Council Sponsor

CM Bingle & CM Zappone

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing****MANAGEMENT &
BUDGET**

STRATTON, JESSICA

Committee Agenda Sheet

Finance and Administration Committee

| | |
|---|---|
| Submitting Department | Planning & Economic Development |
| Contact Name & Phone | Spencer Gardner, Planning Director |
| Contact Email | sgardner@spokanecity.org |
| Council Sponsor(s) | CM Bingle & CM Zappone |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 |
| Agenda Item Name | SBO – Planning Services |
| Summary (Background) | <p>The pilot zoning ordinance (Building Opportunities and Choices for All, ORD C36232) passed by council on July 18, 2022 includes a one-year pilot period during which the city is required to make changes to our comprehensive plan and development code. The Planning Department is actively recruiting staff, but in the interim, Planning requests a transfer of \$170,000 from salary savings to Consulting Services line item.</p> <p>The city will greatly benefit from having outside expertise on this work. Consultants who assist with development code often have insights into development and housing market nuances relating to zoning code that our internal staff do not. We believe bringing in a consultant is necessary for permanent changes to be successful.</p> |
| Proposed Council Action & Date: | SBO Approval on August 29, 2022 |
| Fiscal Impact: Total Cost: <u>\$170,000.</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Salary savings from vacant positions Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? No impacts created by fund transfer. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? No impacts created by fund transfer. | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? No impacts created by fund transfer. | |

| |
|--|
| |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? |
| No impacts created by fund transfer. |

ORDINANCE NO C36269

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, 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) Decrease the appropriation for a Principal Planner position in the Planning Services department by \$50,000.
- 2) Decrease the appropriation for Assistant Planner II positions in the Planning Services department by \$95,000.
- 3) Decrease the appropriation for an Assistant Planner I position in the Planning Services department by \$25,000.
- 4) Increase the appropriation for contractual services by \$170,000.
- (A) There is no change to the overall appropriation level in the General Fund.

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 Comprehensive Plan and development code changes resulting from the pilot zoning ordinance (C36232), 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:
09/12/2022

| | |
|-----------------------|---------------|
| Date Rec'd | 8/25/2022 |
| Clerk's File # | RES 2022-0080 |
| Renews # | |

| | | | |
|---------------------------|---|----------------------|--|
| Submitting Dept | AIRPORTS | Cross Ref # | |
| Contact Name/Phone | LARRY KRAUTER, 455-6419 CEO | Project # | |
| Contact E-Mail | LKRAUTER@SPOKANEAIRPORTS.NET | Bid # | |
| Agenda Item Type | Resolutions | Requisition # | |
| Agenda Item Name | SIA - JOINT RESOLUTION TO ADOPT FELTS FIELD AIRPORT LAYOUT PLAN | | |

Agenda Wording

Joint City-County Resolution adopting the revised Felts Field Airport Layout Plan and delegating authority to the Spokane Airport Board to approve and adopt future pen and ink changes to the Airport Layout Plans.

Summary (Background)

Capital improvements of Airport property shall be in general conformance with the ALP jointly adopted by the Board, City and County and approved by FAA.

| | | |
|-----------------------------|----------------------------|---|
| 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 - 08/22/2022 |
| Division Director | | Council Sponsor Beggs, Wilkerson, Bingle |
| Finance | BUSTOS, KIM | Distribution List |
| Legal | PICCOLO, MIKE | lkrauter@spokaneairports.net |
| For the Mayor | ORMSBY, MICHAEL | twoodard@spokaneairports.net |
| Additional Approvals | gvasquez@spokanecounty.org | |
| Purchasing | | |
| | | |
| | | |
| | | |

Committee Agenda Sheet

PIES Committee

| | |
|---------------------------------|---|
| Submitting Department | |
| Contact Name & Phone | Larry Krauter, CEO 509-455- 6419 |
| Contact Email | lkrauter@spokaneairports.net |
| Council Sponsor(s) | Breean Beggs |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Resolution regarding Approval of the Felts Field Airport Layout Plan |
| Summary (Background) | <p>Pursuant to Paragraph 8(f) of the Spokane International Airport Joint Operation Agreement, Spokane County and the City of Spokane must by joint action adopt the Felts Field Airport Layout Plan, which is thereafter provided to the FAA for approval. Capital improvements of the Airport at Felts Field must be in accordance with the approved Airport Layout Plan. The Airport Layout Plan is a component of the overall Felts Field Master Plan.</p> <p>The Airport Board has or will approve the Airport Layout Plan and requests the City of Spokane and Spokane County approve a Joint Resolution to adopt the Felts Field Airport Layout Plan, attached hereto as "Exhibit A".</p> |

| | |
|--|--|
| Proposed Council Action & Date: | Authorize a Joint Resolution to approve the Felts Field Master Plan update as approved by the Airport Board. |
| Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A | |

Exhibit A
Joint Resolution

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON
AND
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON**

| | | |
|-----------------------------------|---|------------------|
| IN THE MATTER OF ADOPTING A |) | |
| REVISED AIRPORT LAYOUT PLAN AS |) | JOINT RESOLUTION |
| DESCRIBED IN RESOLUTION NO. 05-22 |) | |
| OF THE SPOKANE AIRPORT BOARD |) | |
| AND DELEGATING AUTHORITY TO THE |) | |
| SPOKANE AIRPORT BOARD TO |) | |
| APPROVE AND ADOPT FUTURE |) | |
| PEN AND INK CHANGES TO THE |) | |
| AIRPORT LAYOUT PLANS |) | |

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") by and through the Spokane Airport Board ("Board"); and

WHEREAS, Section 8(f) of the Agreement requires that "[c]apital improvements of Airport property, for aeronautical, commercial, and industrial purposes, shall be in accordance with an Airport Layout Plan jointly adopted by the Board, City, and County, and approved by the FAA "; and

WHEREAS, on May 19, 2022, the Board adopted Resolution No. 05-22, approving the revised Airport Layout Plan for Felts Field Airport (the "ALP Resolution"), a copy of which is attached hereto as Exhibit "A" and included herein by this reference;

WHEREAS, the Board requests adoption of the revised Airport Layout Plan for Felts Field Airport by the County and the City, as described in the ALP Resolution; and

WHEREAS , the Board further requests the County and City, each respectively, to formally delegate authority to the Board to further approve future revisions to the Airport Layout Plan on behalf of and for each the City and the County.

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. The Board and ' the Council hereby adopt the revised Airport Layout Plan for Felts Field Airport as described in the ALP Resolution attached hereto as Exhibit "A."
2. The County and the City, each respectively, approve a delegation of authority to the Board to further approve future revisions to the Airport Layout Plan on behalf of and for each the County and the City.

ADOPTED by the Spokane City Council this _____ day of _____, 2022.

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 _____, 2022.

Mary L. Kuney, Chair

ATTEST:

Al French, Vice-Chair

Ginna Vasquez
Clerk of the Board

Josh Kerns, Commissioner

EXHIBIT A

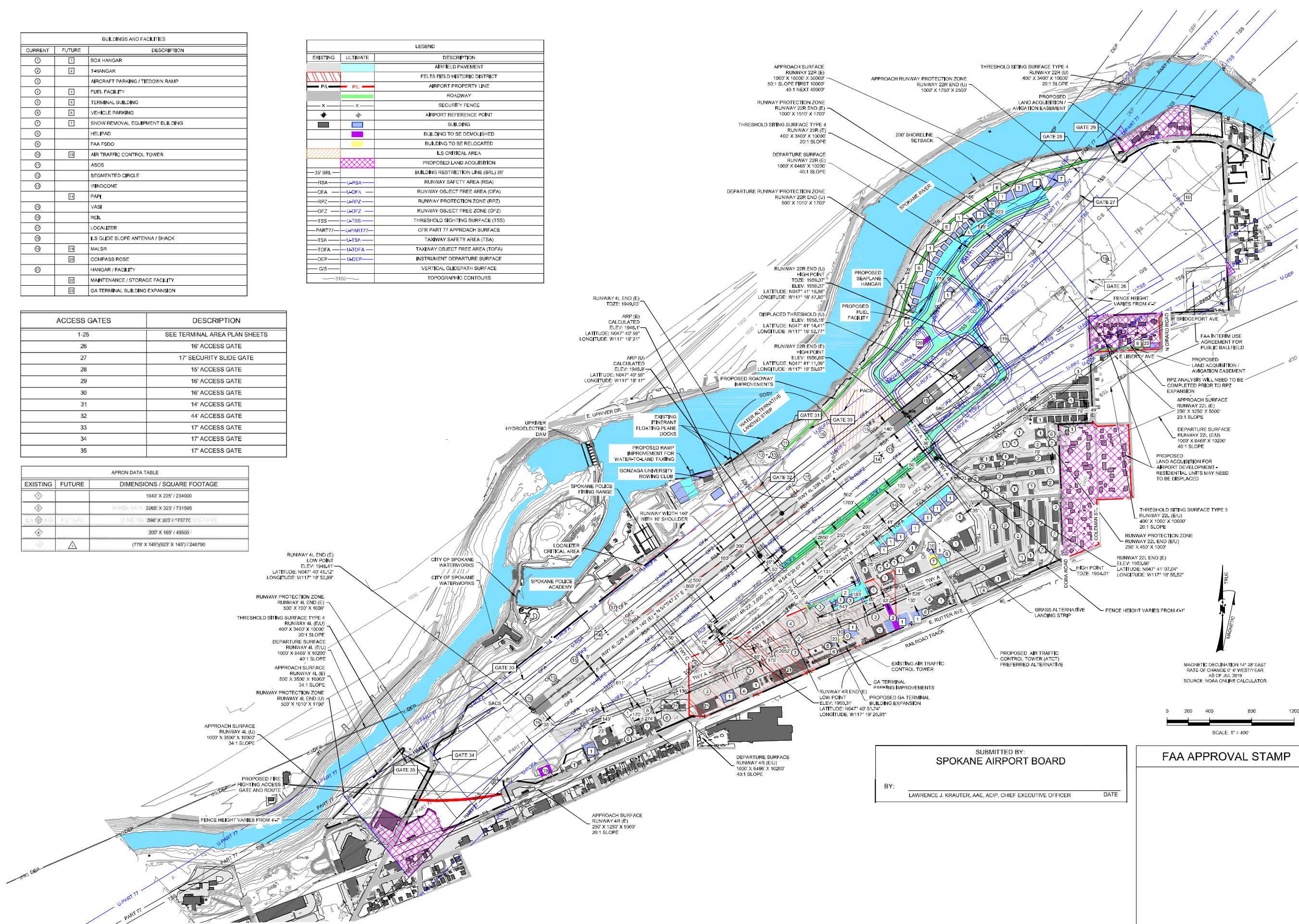
REVISED AIRPORT LAYOUT PLAN – FELT FIELD
SPOKANE AIRPORT BOARD JOINT RESOLUTION
AND
ARIPORT LAYOUT PLAN

| BUILDINGS AND FACILITIES | | |
|--------------------------|--------|----------------------------------|
| CURRENT | FUTURE | DESCRIPTION |
| 1 | 1 | BOX HANGAR |
| 2 | 2 | THANGAR |
| 3 | 3 | AIRCRAFT PARKING / TIEDOWN RAMP |
| 4 | 4 | FUEL FACILITY |
| 5 | 5 | TERMINAL BUILDING |
| 6 | 6 | VEHICLE PARKING |
| 7 | 7 | SNOW REMOVAL EQUIPMENT BUILDING |
| 8 | 8 | HELIPAD |
| 9 | 9 | FAA FSDO |
| 10 | 10 | AIR TRAFFIC CONTROL TOWER |
| 11 | 11 | ASOS |
| 12 | 12 | SEGMENTED CIRCLE |
| 13 | 13 | WINDCONE |
| 14 | 14 | PAPI |
| 15 | 15 | VASI |
| 16 | 16 | REIL |
| 17 | 17 | LOCALIZER |
| 18 | 18 | I.S. GLIDE SLOPE ANTENNA / SHACK |
| 19 | 19 | MALSR |
| 20 | 20 | COMPASS ROSE |
| 21 | 21 | HANGAR / FACILITY |
| 22 | 22 | MAINTENANCE / STORAGE FACILITY |
| 23 | 23 | GA TERMINAL BUILDING EXPANSION |

| LEGEND | | |
|----------|----------|-------------------------------------|
| EXISTING | ULTIMATE | DESCRIPTION |
| | | AIRFIELD PAVEMENT |
| | | FELTS FIELD HISTORIC DISTRICT |
| | | AIRPORT PROPERTY LINE |
| | | ROADWAY |
| | | SECURITY FENCE |
| | | AIRPORT REFERENCE POINT |
| | | BUILDING |
| | | BUILDING TO BE DEMOLISHED |
| | | BUILDING TO BE RELOCATED |
| | | ILS CRITICAL AREA |
| | | PROPOSED LAND ACQUISITION |
| | | BUILDING RESTRICTION LINE (BRL) 35' |
| | | RUNWAY SAFETY AREA (RSA) |
| | | RUNWAY OBJECT FREE AREA (OFA) |
| | | RUNWAY PROTECTION ZONE (RPZ) |
| | | RUNWAY OBJECT FREE ZONE (OFZ) |
| | | THRESHOLD SIGHTING SURFACE (TSS) |
| | | CFR PART 77 APPROACH SURFACE |
| | | TAXIWAY SAFETY AREA (TSA) |
| | | TAXIWAY OBJECT FREE AREA (TOFA) |
| | | INSTRUMENT DEPARTURE SURFACE |
| | | VERTICAL GLIDEPATH SURFACE |
| | | TOPOGRAPHIC CONTOURS |

| ACCESS GATES | DESCRIPTION |
|--------------|-------------------------------|
| 1-25 | SEE TERMINAL AREA PLAN SHEETS |
| 26 | 16' ACCESS GATE |
| 27 | 17' SECURITY SLIDE GATE |
| 28 | 15' ACCESS GATE |
| 29 | 16' ACCESS GATE |
| 30 | 16' ACCESS GATE |
| 31 | 14' ACCESS GATE |
| 32 | 44' ACCESS GATE |
| 33 | 17' ACCESS GATE |
| 34 | 17' ACCESS GATE |
| 35 | 17' ACCESS GATE |

| APRON DATA TABLE | | |
|------------------|--------|---|
| EXISTING | FUTURE | DIMENSIONS / SQUARE FOOTAGE |
| | | 1040' X 225' / 234000 |
| | | APRON DATA: 2205' X 323' / 731595 |
| | | DIMENSIONS: 590' X 303' / 179770 OCTAGE |
| | | 300' X 165' / 49500 |
| | | (779' X 145' / 112323' X 145' / 246790 |



SUBMITTED BY:
SPOKANE AIRPORT BOARD

BY: LAWRENCE J. KRAUTER, AAE, ACIP, CHIEF EXECUTIVE OFFICER DATE

FAA APPROVAL STAMP

DATE: MARCH 2022
PROJECT: WSP160358P / 10170105
SHEET: 04 OF 27

WSP

WSP USA

989 THIRD AVENUE, SUITE 3200

SEATTLE, WA 98104

PHONE (206) 362-6290

WWW.WSP.COM

CONSULTING ENGINEERS, SURVEYORS & PLANNERS

1231 W. 7TH AVENUE, SUITE 202

SEATTLE, WA 98149

206-461-1500

WWW.WSP.COM

DATE: MARCH 2022

PROJECT: WSP160358P / 10170105

SHEET: 04 OF 27

REVISIONS

| NO. | DESCRIPTION | DATE |
|-----|-------------|--------|
| 1 | DESIGNED | 2/2/20 |
| 2 | DRAWN | 2/2/20 |
| 3 | CHECKED | 2/2/20 |
| 4 | APPROVED | 2/2/20 |

DESIGNED

DRAWN

CHECKED

APPROVED

BEFORE THE SPOKANE AIRPORT BOARD)
IN THE MATTER OF APPROVING)
AN AIRPORT LAYOUT PLAN FOR FELTS)
FIELD AIRPORT AND REQUESTING ITS)
ADOPTION BY THE SPOKANE COUNTY)
BOARD OF COMMISSIONERS AND THE)
SPOKANE CITY COUNCIL)

RESOLUTION
NO. 05-22

WHEREAS, Spokane County, Washington (“County”) and the City of Spokane, Washington (“City”), by and through the agency of the SPOKANE AIRPORT BOARD (“Board”), jointly operate Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park, collectively referred to as SPOKANE AIRPORT, under and pursuant to the Constitution and Laws of the State of Washington, including Ch. 14.08 RCW, RCW 14.08.200, and that certain Joint Resolution and Operating Agreement of Spokane County and the City of Spokane dated October 7, 2019 (the “Interlocal Agreement”); and

WHEREAS, the Board has completed a Master Plan Update for Felts Field Airport with funding assistance from the Federal Aviation Administration; and

WHEREAS, an Airport Master Plan is a comprehensive study that describes the short, medium and long-term development to meet future aviation demand; to support the modernization of the Airport and to reflect the strategy for development of the Airport; and

WHEREAS, the primary output of the Master Plan is the Airport Layout Plan, which is a planning tool that depicts both existing facilities and planned development for an Airport that shows: 1) boundaries and proposed additions to all areas owned or controlled for Airport purposes; 2) the location and type of existing and proposed Airport facilities and structures; and 3) the location of existing and proposed non-aviation areas and improvements at the Airport.

WHEREAS, a current Airport Layout Plan is a prerequisite for issuance of federal grants for Airport development; and

WHEREAS, a Stakeholder Advisory Committee and Technical Advisory Committee members participated in the review and development of the Master Plan Update and Airport Layout Plan;

NOW THEREFORE BE IT RESOLVED, that the Board hereby adopts a The Felts Field Airport Layout Plan, a copy of which is attached hereto as Attachment “A” and included herein by this reference.

BE IT FURTHER RESOLVED, that the Board shall request adoption of said Felts Field Airport Layout Plan by the Spokane County Board of Commissioners and the Spokane City Council.


ADOPTED by the Board at a regular meeting thereof held on the 19th day of May, 2022.

ATTEST:

SPOKANE AIRPORT BOARD

DocuSigned by:

645BF2A34E284AF...
Secretary or Vice Chair

DocuSigned by:

F7F0FE7F32D84EA...
Chair

APPROVED AS TO FORM :

DocuSigned by:

8C6BC996EE83462...
Brian Werst
General Counsel

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

08/29/2022

Date Rec'd

8/25/2022

Clerk's File #

ORD C36262

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

CITY COUNCIL

Contact Name/Phone

ZACK ZAPPONE X6256

Project #**Contact E-Mail**

ZZAPPONE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 - SPOKANE FAIR ELECTIONS CODE AMENDMENT

Agenda Wording

An ordinance amending the Spokane Fair Elections Code to reduce redundancies and duplication with state law; amending sections 01.07.005, 01.07.030, and 01.07.070; and repealing sections 01.07.080 and 01.07.100 of the Spokane Municipal Code.

Summary (Background)

The City Council intends, by enacting this ordinance, to update the Spokane Fair Elections Code so that candidates and the public will have a clearer and more streamlined set of rules for the conduct of elections for City office.

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

7/18 Finance and Administration

Division Director**Council Sponsor**

CM Zappone; CM Wilkerson

Finance**Distribution List****Legal**

zzappone@spokanecity.org

For the Mayor

jgunn@spokanecity.org

Additional Approvals**Purchasing**

Committee Agenda Sheet

[COMMITTEE]

| | |
|--|--|
| Submitting Department | City Council |
| Contact Name & Phone | Zack Zappone ext. 6256 |
| Contact Email | zzappone@spokanecity.org |
| Council Sponsor(s) | |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes |
| Agenda Item Name | Spokane Fair Elections Code Amendment |
| Summary (Background) | <p>An ordinance amending the Spokane Fair Elections Code to reduce redundancies and duplication with state law; amending sections 01.07.005, 01.07.030, and 01.07.070; and repealing sections 01.07.080 and 01.07.100 of the Spokane Municipal Code.</p> <p>The City Council enacted the Spokane Fair Elections Code in 2018, in order to create greater safeguards from corruption or the appearance of corruption, with the intent to augment and supplement the state of Washington's campaign finance and reporting requirements, codified at Chapter 42.17A, RCW; and in 2019, and again in 2020, the Washington State Legislature enacted substantial reforms to Washington's campaign finance and reporting statutes, some of which superseded some provisions of the Spokane Fair Elections Code.</p> <p>The City Council intends, by enacting this ordinance, to update the Spokane Fair Elections Code so that candidates and the public will have a clearer and more streamlined set of rules for the conduct of elections for City office.</p> |
| Proposed Council Action & Date: | Vote for approval August 1 st , 2022 |
| Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? N/A | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A | |

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

N/A

ORDINANCE NO. C-36262

An ordinance amending the Spokane Fair Elections Code to reduce redundancies and duplication with state law; amending sections 01.07.005, 01.07.030, and 01.07.070; and repealing sections 01.07.080 and 01.07.100 of the Spokane Municipal Code.

WHEREAS, the City Council enacted the Spokane Fair Elections Code in 2018, in order to create greater safeguards from corruption or the appearance of corruption, with the intent to augment and supplement the state of Washington's campaign finance and reporting requirements, codified at Chapter 42.17A, RCW; and

WHEREAS, in 2019, and again in 2020, the Washington State Legislature enacted substantial reforms to Washington's campaign finance and reporting statutes, some of which superseded some provisions of the Spokane Fair Elections Code; and

WHEREAS, the City Council intends, by enacting this ordinance, to update the Spokane Fair Elections Code so that candidates and the public will have a clearer and more streamlined set of rules for the conduct of elections for City office.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That SMC section 01.07.005 is amended to read as follows:

Section 01.07.005 Definitions

The definitions currently contained in RCW 42.17A.005 or as may be amended in the future are incorporated into Chapter 01.07 SMC by reference herein and are augmented by the following definitions:

A. "Agency" means the City of Spokane internal auditor within the City's Department of Management and Budget or its delegate.

~~((B. "Authorized committee" means the political committee authorized by a candidate for the office of Mayor, City Council Member, or Municipal Court Judge to accept contributions or make expenditures on behalf of the candidate or public official.~~

~~C. "Bona fide political party" means:~~

- ~~1. The governing body of the state organization of a major political party, as defined in RCW 29A.04.086, that is the body authorized by the charter or bylaws of the party to exercise authority on behalf of the state party; or~~
- ~~2. The country central committee or legislative district committee of a major political party.~~

~~D. “Candidate” means any individual who seeks election to the office of Mayor, member of the Spokane City Council, or Municipal Court Judge, whether or not successfully. An individual is deemed to seek election when he or she first:~~

- ~~1. Solicits or receives contributions;~~
- ~~2. Makes expenditures or reserves space or facilities with intent to promote his or her candidacy for office;~~
- ~~3. Announces publicly or files for office;~~
- ~~4. Purchases advertising space or broadcast time to promote his or her candidacy;~~
- ~~5. Makes expenditures or solicits or receives contributions to explore the possibility of seeking election to the office of Mayor, member of the Spokane City Council, or Municipal Court Judge; or~~
- ~~6. Gives his or her consent to another person or political committee to take on behalf of the individual any of the actions in subsections 1, 2, 4, or 5 of this section.~~

~~((E.))“Caucus political committee” means a political committee organized and maintained by the members of a major political party in the Washington State Senate or Washington State House of Representatives.))~~

~~((F.))B. “City office” means any elective office established by Section 5 of the Spokane City Charter, namely, Mayor, City Council member, and Municipal Court judge.~~

~~((G.))C. “Collectively bargain” means the performance of the mutual obligations of the public employer, including the City of Spokane or the Mayor, and the exclusive bargaining representative to meet at reasonable times, to confer and negotiate in good faith, and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours, and working conditions, which may be peculiar to an appropriate bargaining unit of the public employer, except that by such obligation neither party may be compelled to agree to a proposal or be required to make a concession unless otherwise allowed under Washington state law.~~

~~((H. “Continuing political committee” means a political committee that is an organization of continuing existence not established in anticipation of any particular election campaign.))~~

~~((I.))D. “Contract” has the same meaning as in SMC 07.06.040.~~

~~((J.))~~ E. "Contractor" means any person or entity who has received the award of a contract under SMC 07.06.150 or SMC 07.06.160, submitted a bid or proposal in any form for the award of a contract under SMC 07.06.100, including any other person or entity who seeks the award of the contract and is contesting, appealing or protesting the award of the contract as proposed. The term includes sole proprietors, each general partner in a partnership, members of limited liability companies, and each corporate officer or shareholder holding a controlling interest in a corporation. The term shall also include any subcontractor authorized to provide all or a portion of goods, labor, or services in fulfillment of an award of a contract under SMC 07.06.150 or SMC 07.06.160. This definition does not include the employees of such a person or, if the person is a union, the members of that union.

~~((K. "Contribution" means a loan, gift, deposit, subscription, forgiveness or indebtedness, donation, advance, pledge, payment, transfer of funds between political committees, sums paid for tickets to fundraising events, the financing by a person of the dissemination, distribution, or republication, in whole or in part, of broadcast, written, graphic, or other form of political advertising or electioneering communication prepared by a candidate, a political committee, or its authorized agent, or anything of value, including personal and professional services for less than full consideration. "Contribution" also includes an expenditure made by a person in cooperation, consultation, or concert with, or at the request or suggestion of, a candidate, a political committee, the person or persons named on the candidate's or committee's registration form who direct expenditures on behalf of the candidate or committee, or their agents. "Contribution" does not include:~~

- ~~1. Interest on moneys deposited in a political committee's account;~~
- ~~2. Ordinary home hospitality;~~
- ~~3. The rendering of legal or accounting services on behalf of a candidate or an authorized political committee but only to the extent that the services are for the purpose of ensuring compliance with city or state election or public disclosure laws;~~
- ~~4. The rendering of personal services of the sort commonly performed by volunteer campaign workers;~~
- ~~5. Incidental expenses personally incurred by campaign workers not in excess of \$25, in the aggregate, during the applicable period, personally paid for by a volunteer campaign worker; or~~
- ~~6. An internal political communication primarily limited to the members of a political party organization or political committee, or to the officers, management staff, or stockholders of a corporation or similar enterprise, or to the members of a labor organization or other membership organization.~~

~~K. "Designated Treasurer" means the individuals appointed by an incidental committee, responsible for filing and maintaining the incidental committee's statement of organization with the City of Spokane Clerk's Office.))~~

~~(L))~~E. "Election for city office" means any primary, general, or special election for city office as defined in this section.

~~((N. "Elected official" means any person elected by a general or special election to city office as defined in this section, and any person appointed to fill a vacancy in any such office.~~

~~((O. "Election cycle" means the first day of January in the year prior to the general election for the office the candidate is seeking, until 14 days after the date of the general election or until the election results are certified, whichever occurs last.))~~

~~((P))~~G. "Entity" means any business corporation, group, union, bargaining unit, agency, nonprofit corporation, limited liability partnership, limited partnership, limited liability company, and general cooperative association.

~~((Q. "Expenditure" includes a payment, contribution, subscription, distribution, loan, advance, deposit, or gift of money or anything of value, and includes a contract, promise, or agreement, whether or not legally enforceable, to make an expenditure. "Expenditure" also includes a promise to pay, a payment, or a transfer of anything of value in exchange for goods, services, property, facilities, or anything of value for the purpose of assisting, benefitting, or honoring any public official or candidate, or assisting in furthering or opposing any election campaign. "Expenditure" does not include the partial or complete repayment by a candidate, political committee, or incidental committee of the principal of a loan, the receipt of which loan has been property reported.~~

~~O. "Foreign national" means foreign citizens, not including dual citizens of the United States; immigrants who are not lawfully admitted for permanent residence in the United States; foreign governments; foreign political parties; foreign corporations; foreign associations; foreign partnerships; and any other foreign principal, as defined at 22 U.S.C. 611(b), which includes a foreign organization or other combination of persons organized under the laws of or having its principal place of business in a foreign country.~~

~~((P. "Foreign-owned entity" means any entity, regardless of type of entity, jurisdiction of incorporation, or principal place of business, which is owned 51% or more by a foreign national or a foreign government.~~

~~((Q. "General election" means an election required to be held on a fixed date recurring at regular intervals.~~

~~R. "Incidental committee" means any nonprofit organization, regardless of purpose, not otherwise defined as a political committee but that may incidentally make a contribution or an expenditure in support of, or opposition to, any candidate for city office, whether directly or through a political committee.~~

~~S. "Independent expenditure" means an expenditure that:~~

~~1. is made in support of or in opposition to a candidate for city office by a person who is not:~~

~~a. A candidate for that office;~~

~~b. An authorized committee of that candidate for that office;~~

~~c. A person who has received the candidate's encouragement or approval to make the expenditure, if the expenditure pays in whole or in part for political advertising supporting that candidate or promoting the defeat of any other candidate or candidates for that office; or~~

~~d. A person with whom the candidate has collaborated for the purpose of making the expenditure, if the expenditure pays in whole or in part for political advertising supporting that candidate or promoting the defeat of any other candidate or candidates for that office.~~

~~e. pays in whole or in part for political advertising that either specifically names the candidate supported or opposed, or clearly and beyond any doubt identifies that candidate without using the candidate's name; and~~

~~f. whether alone or in conjunction with other expenditure(s) by the same person in support of or in opposition to that candidate, has a value of eight hundred dollars (\$800) or more. A series of expenditures, each of which is under eight hundred dollars (\$800), constitutes one independent expenditure if their cumulative value is eight hundred dollars (\$800) or more.~~

~~g. "Person" means an individual, partnership, joint venture, union, bargaining unit, public or private corporation, association, federal, state or local government entity or agency however constituted, candidate, committee, political committee, incidental committee, continuing political committee, political party, executive committee thereof, or any other organization or group of persons, however organized.~~

~~T. "Political committee" means any person (except a candidate or an individual dealing with his own funds or property) having the expectation of receiving contributions or making expenditures in support of, or opposition to, a candidate for Mayor, member of the Spokane City Council, Municipal Court Judge, or any city ballot proposition.~~

~~U. "Primary election" means a procedure for winnowing candidates for public office to a final list of two as part of a special or general election.~~

~~V. "Surplus funds" means the balance of contributions that remain in the possession or control of that committee or candidate subsequent to the election for which the contributions were received, and that are in excess of the amount necessary to pay remaining debts incurred by the committee or candidate with respect to that election.))~~

Section 2. That SMC section 01.07.030 is amended to read as follows:

01.07.030Mandatory Limitations on Campaign Contributions

~~((A. No candidate for city office, or any political committee acting on behalf of such candidate, shall solicit or accept any campaign contribution in excess of fifty percent (50%) of the applicable contribution ((limit))limits ((set by the Washington Public Disclosure Commission from any person in any election for city office))described in RCW 42.17A.400 — 42.17A.550.))~~

~~((B))A.~~ A candidate for city office, and any political committee acting on behalf of such candidate, shall only accept or receive a campaign contribution during the election cycle in which the candidate will appear on the ballot.

~~((C.The limitations imposed by SMC 01.07.030(A) shall not apply to a candidate's contributions of his or her own resources to his or her own campaign, or contributions to the candidate's campaign by the candidate or the candidate's spouse or assets of their marital community. If a candidate makes personal contributions to their campaign in aggregate of \$11,500 or more of his or her own funds, including surplus funds from a previous campaign, or independent expenditures are made in support of a candidate or in opposition to his or her opponent in aggregate of \$11,500, all candidates for election to that office may surpass the contribution limits set forth in SMC 01.07.030(A) and may solicit and accept contributions up to the limits allowed by the Washington Public Disclosure Commission. The remainder of this chapter shall apply to all candidates.))~~

~~((D))B.~~ Candidate filings with the Washington State Public Disclosure Commission shall constitute the evidence of contributions received during an election cycle for the purposes of enforcement of the penalty for violation.

~~((EThe provisions of SMC 01.07.030(C) regarding contributions of personal resources shall not apply to loans made to the candidate's campaign.~~

~~((F. Surplus funds, as defined by SMC 01.07.005, from a candidate's prior campaign and contributions received by a candidate in connection with a campaign for another office may be used by that candidate for the candidate's current campaign only to the extent that such funds are derived from contributions that were within the limitations imposed by this chapter. If such funds are from a campaign not governed by this chapter, a candidate may use only so much of each contribution previously received as~~

~~would have been allowable as a contribution under this chapter if it had applied to that campaign. The source of a candidate's surplus campaign funds shall be determined to be derived from the most recent contributions received by such candidate or that candidate's political committee which in total equal the amount of the surplus campaign funds.))~~

Section 3. That SMC section 01.07.070 is amended to read as follows:

01.07.070 Disclosure by Political Committees

- A. In addition to the requirements of RCW 42.17A.320, a political committee making independent expenditures in support or opposition to a candidate for city office or in support or against a City of Spokane initiative or referendum shall identify the three persons or entities making the largest contributions in excess of five hundred dollars (\$500) during the twelve-month period preceding the date on which the advertisement is initially to be published or otherwise presented to the public.
- B. For any political committee or incidental committee that qualifies as one of the top three contributors identified under (a) of this section, the top three contributors to that political committee or incidental committee during the same period shall be identified, and so on, until the individuals or entities other than political committees or incidental committees that have contributed the most to all political committees or incidental committees involved with the advertisement have been identified.
- ~~((C. The political committee's advertisement must then list the top three individuals or entities other than political committees or incidental committees contributing in excess of five hundred dollars and making the largest aggregative contributions among all those identified under this section.~~
- ~~D. The top three individuals or entities shall be listed "Top Individual Contributors" immediately under the disclosure requirements of RCW 42.17A.320.))~~

Section 4. That SMC section 01.07.080 is hereby repealed in its entirety.

Section 5. That SMC section 01.07.100 is hereby repealed in its entirety.

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:**

09/12/2022

Date Rec'd

8/3/2022

Clerk's File #

ORD C36255

Renews #**Submitting Dept**

PLANNING & ECONOMIC

Cross Ref #

RES 2022-0076

Contact Name/Phone

AMANDA BECK 6414

Project #**Contact E-Mail**

ABECK@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0650 - EAST SPRAGUE BID ASSESSMENT RATE ORDINANCE

Agenda Wording

An ordinance relating to the East Sprague Business Improvement District; amending SMC 04.31C.040 to increase the assessment rates.

Summary (Background)

As permitted by RCW 35.87A.140, City Council may change assessment rates within the East Sprague Parking and Business Improvement Area. To ensure the East Sprague BID continues to be able to fund and provide ratepayer services within the BID, the proposed ordinance amending SMC 04.31C.040 increases the minimum and maximum special assessment collected in each zone, as well as establishing annual adjustment to the minimum and maximum assessment rates determined in the same manner as the CPI adjust

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

BLACK, TIRRELL

Study Session\Other

Finance and

Division Director

BLACK, TIRRELL

Council Sponsor

Cms Bingle and Cathcart

Finance

WALLACE, TONYA

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laverne.esba@gmail.com

jchurchill@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

adjustment for inflation listed in in SMC 04.31C.040(C).

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

rbenzie@spokanecity.org

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Committee Agenda Sheet

Finance

| | |
|---------------------------------|--|
| Submitting Department | Planning Services, Community and Economic Development |
| Contact Name & Phone | Amanda Beck, 625-6414 |
| Contact Email | abeck@spokanecity.org |
| Council Sponsor(s) | Council Member Bingle, Council Member Cathcart |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | East Sprague BID Special Assessment Rate Change |
| Summary (Background) | <p>The East Sprague business improvement district (ESBID) was established in 2016 to provide a variety of programs and services in the East Sprague/Sprague Union business district, including cleaning and greening, neighborhood beautification, district branding and marketing, and safety and security. The East Sprague Business Association (ESBA) administers and operates these programs through a contract with the City of Spokane. The BID collects an annual assessment from property owners within the district to provide funding for programs and services, as outlined in Chapter 4.31C SMC.</p> <p>Pursuant to RCW 35.87A.140, City Council may change the rate or additional rate of special assessment as specified in the ordinance establishing the area, approved and adopted by ordinance following a public hearing.</p> <p>The East Sprague BID requested the City's assistance in increasing the minimum and maximum rates because of the escalating costs of providing service. The Finance Department's analysis of existing code language and the annual special assessment collections determined that the minimum and the maximum rates should be increased as well as adjusted annually subject to the percentage change in the Consumer Price Index (CPI) West Region since the first assessment year (2016).</p> <p>The proposed ordinance changes would:</p> <ul style="list-style-type: none"> • For Zone 1, increase the minimum special assessment amount from \$200 to \$250, and increase the maximum from \$1,000 to \$1,200. • For Zone 2, increase the minimum special assessment amount from \$100 to \$125, and increase the maximum from \$500 to \$600. • For Zone 3, increase the minimum special assessment amount from \$50 to \$65, and increase the maximum from \$250 to \$300. • New language which adds an annual adjustment to the minimum and maximum assessment rates determined in the same manner as the CPI adjustment for inflation listed in in SMC 4.31C.040(C). <ul style="list-style-type: none"> ○ The annual Consumer Price Index (CPI) inflation adjustment is equal to the percentage change in CPI West Region since the first assessment year (2016). |

| | |
|--|--|
| Proposed Council Action & Date: | Approve proposed resolution, set date for ordinance public hearing |
| Fiscal Impact: Total Cost: N/A Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: N/A Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Other budget impacts: N/A | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? In administering the BID contract, ESBA is tasked with assisting existing and potential businesses that want to be located with the East Sprague BID, and this including women and minority owned businesses that benefit from an entity that can manage district-wide marketing and events to attract customers that support local Spokane businesses. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? ESBA, the BID contract manager, completes an annual management plan as part of the annual special assessment process, which includes information on how the BID serves rate payers. No specific information is broken down by racial, gender identity, or other metrics at this time. Feedback from ratepayers to the ESBID Ratepayer Board is one avenue through which both the City and ESBA knows if ratepayers believe they are receiving services commensurate with the collected special assessment. | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Effectiveness of the proposed changes would be collected annually during the special assessment process, and as analyzed in the annual management plan ESBA completes as the BID contract manager. The ability to maintain, or expand, existing services based on increased special assessments would be a positive indicator that the BID is self-sufficient. | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? The creation of, and continuation of the East Sprague BID achieves a large goal from the 2014 East Sprague Targeted Investment Pilot (TIP) Advisory Board's Implementation Plan, in alignment with the recommendations from the Smart Growth America technical assistance grant report on how to achieve an economically vibrant neighborhood through targeted public and private investments. The proposed ordinance ensures ESBID is able to be a self-sufficient and sustaining economic development entity focused specifically on the East Sprague area, in alignment with the vision and values of Comprehensive Plan Chapter 7, Economic Development , and policy ED 1.2. | |

RESOLUTION NO. 2022-0076

A RESOLUTION OF INTENTION TO CHANGE OR ESTABLISH CERTAIN ASSESSMENT RATES WITHIN THE EAST SPRAGUE PARKING AND BUSINESS IMPROVEMENT AREA.

WHEREAS, RCW 35.87A.140 authorizes the City Council to take legislative action to change the assessment rates within the East Sprague Parking and Business Improvement Area (PBIA); and


WHEREAS, the proposed changes to the assessment rates relate to the minimum and maximum assessment rates for zones 1, 2 and 3 of the East Sprague PBIA as well as an annual Consumer Price Index (CPI) adjustment as set forth in Ordinance C36255 amending SMC 04.31C.040.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL THAT:

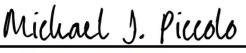
1. The City Council declares its intentions to change certain assessment rates of the East Sprague Parking and Business Improvement Area pursuant to RCW 35.87A.140 as set forth in the attached ordinance as follows:
 - a. Ratepayers will be assessed by the City of Spokane annually, beginning with the base year of the authorization (2016). Beginning in July 2016 for the initial year, the assessment will be as follows:
 - i. For properties in Zone 1, the assessment will be 2.5¢ per Lot Square Foot (LSF) plus 60¢ per \$1,000 Total Assessed Value (TAV) based on the 2015 Spokane County records, with a minimum of ~~(((\$200))~~ \$250 per property parcel and a maximum of ~~(((\$1,000))~~ \$1,200 per property parcel.
 - ii. For properties within Zone 2, the assessment will be 1.3¢ per LSF plus 30¢ per \$1,000 of TAV based on the 2015 Spokane County records, with a minimum of ~~(((\$400))~~ \$125 per property parcel and a maximum of ~~(((\$600))~~ \$600 per property parcel.
 - iii. For properties within Zone 3, the assessment will be 0.6¢ per LSF plus 15¢ per \$1,000 TAV based on the 2015 Spokane County records, with a minimum of ~~(((\$50))~~ \$65 per property parcel and a maximum of ~~(((\$250))~~ \$300 per property parcel.
 - b. Adjustment to the minimum and maximum assessment rates set forth in SMC 04.31C.040(B) shall be made on an annual basis in the same percentage and manner as determined by the CPI Factor as set forth in SMC 04.31C.040(C).

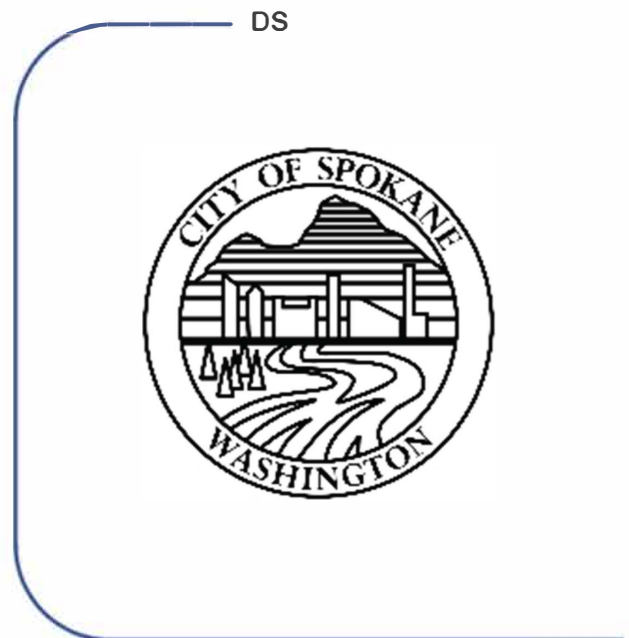
2. A public hearing before the City Council to take public testimony and to consider the proposed change shall be held on September 19, 2022 beginning at 6:00 P.M. in the City Council Chambers in the lower level of City Hall located at 808 W. Spokane Falls Blvd.
3. Notice of the hearing shall be given by one publication of the resolution of intention in the Official Gazette and mailing a complete copy of the resolution of intention to each business and multifamily residential or mixed-use project in the East Sprague Parking and Business Improvement Area. Publication and mailing shall be completed at least ten days prior to the time of the September 19, 2022 hearing date.

ADOPTED by the City Council this 29th day of August 2022.

DocuSigned by:

City Clerk

Approved as to form:

DocuSigned by:

Assistant City Attorney



ORDINANCE NO. C36255

AN ORDINANCE relating to the East Sprague Parking and Business Improvement Area regarding changing certain assessment rates, amending Spokane Municipal Code (SMC) Section 04.31C.040.

The City of Spokane does ordain:

Section 1. That section 04.31C.040 is amended to read as follows:

04.31C.040 Levy of Special Assessments

To finance the programs set forth in [SMC 4.31C.030](#), there shall be levied and collected an annual special assessment upon the “businesses” and “multifamily residential or mixed-use” projects, as defined in RCW 35.87A.020(3) (including real property improvements thereon) as set forth on the special assessment formula for the PBIA which shall be adopted annually by ordinance and incorporated by this reference as if fully set forth herein.

- A. Special assessments shall be levied based on the classification of the businesses, multifamily residential and mixed-use projects (multi-family residential and commercial within the East Sprague Parking and Business Improvement Area detailed below, using the Spokane County Assessor’s property information (including but not limited to assessed value, taxable value, lot size, and present use) upon Ratepayers within this area.

Properties classified by the Spokane County Tax Assessor’s Office as residential properties with three units or less shall not be assessed. Properties that are located in “Residential Single Family” zoning or “Residential Two Family” zoning and that are also classified by the Spokane County Tax Assessor’s Office as “Residential Undivided” shall not be assessed.

- B. Ratepayers will be assessed by the City of Spokane annually, beginning with the base year of the authorization (2016). Beginning in July 2016 for the initial year, the assessment will be as follows:

1. For properties in Zone 1, the assessment will be 2.5¢ per Lot Square Foot (LSF) plus 60¢ per \$1,000 Total Assessed Value (TAV) based on the 2015 Spokane County records, with a minimum of ~~(((\$200))~~ \$250 per property parcel and a maximum of ~~(((\$1,000))~~ \$1,200 per property parcel.
2. For properties within Zone 2, the assessment will be 1.3¢ per LSF plus 30¢ per \$1,000 of TAV based on the 2015 Spokane County records, with a

minimum of ~~(((\$400))~~ \$125 per property parcel and a maximum of ~~(((\$500))~~ \$600 per property parcel.

3. For properties within Zone 3, the assessment will be 0.6¢ per LSF plus 15¢ per \$1,000 TAV based on the 2015 Spokane County records, with a minimum of ~~(((\$50))~~ \$65 per property parcel and a maximum of ~~(((\$250))~~ \$300 per property parcel.

C. After the first assessment year, the assessments will be applied for the full calendar year beginning in January and the assessment amount shall be adjusted subject to the following conditions:

1. Assessments in the second and third assessment years, as adjusted pursuant to this subsection, shall be based upon the first assessment year.
 - a. For the second assessment year (2017), the assessments will equal the first year assessments multiplied by a consumer price index (CPI) Factor that is the lesser of 3% or the percentage change in CPI for All Urban Consumers (CPI-U): West Region between June 2015 and June 2016.
 - b. For the third assessment year (2018), the assessments will equal the first year assessments multiplied by a CPI Factor that is the lesser of 6% or the percentage change in CPI for All Urban Consumers (CPI-U): West Region between June 2015 and June 2017.
2. Assessments in the subsequent years will be recalculated using current records of LSF and TAV as maintained by the Spokane County Assessor's 2018 property information and the rates described in SMC 4.31C.040 B.
 - a. For the sixth assessment year (2021), the assessments will equal the fourth year assessments multiplied by a CPI Factor that is the lesser of 6% or the percentage change in CPI for All Urban Consumers (CPI-U): West Region between June 2018 and June 2020.
 - b. For the fifth assessment year (2020), the assessments will equal the fourth year assessments multiplied by a CPI Factor that is the lesser of 3% or the percentage change in CPI for All Urban Consumers (CPI-U): West Region between June 2018 and June 2019.
 - c. For the fourth assessment year, to account for inflation and maintain the equivalent buying power, the assessment rate on LSF will be increased by an Inflationary Factor, which is equal to the percentage

change in CPI for All Urban Consumers (CPI-U): West Region since the first assessment year. The TAV rate will remain the same.

3. For subsequent years, the assessment will continue on this three-year cycle with updates to the value and LSF rate every three years after the first assessment year.
- D. Annual Improvement Area assessments will be determined by the CPI Factor as set forth in SMC 4.31C.040 C., except in the case of new construction, as follows:
1. Once a year, current Spokane County Assessor's property data will be compared to Spokane County Assessor's property data from the previous year.
 2. If there is an increase in Net Lot Square Footage for a parcel, then the East Sprague Business Improvement Area assessment will be calculated using the new Spokane County Assessor's values. No Inflationary Factor shall be assessed on the parcel in the year the change was made. In each subsequent assessment year, the Inflationary Factor shall be limited to the lesser of:
 - a. 3% per year from the year of the change; or
 - b. The CPI for All Urban Consumers (CPI-U): West Region from June of the year prior to the change to June of the year prior to the assessment year.

New assessments will be invoiced during the next billing cycle.

3. If there is no increase in Net Lot Square Footage for a parcel, then assessments in the East Sprague Parking and Business Improvement Area will be calculated as described in SMC 4.31C.040 B and C above. New assessments will be invoiced during the next billing cycle.
- E. Adjustment to the minimum and maximum assessment rates set forth in SMC 4.31C.040 B. shall be made on an annual basis in the same percentage and manner as determined by the CPI Factor as set forth in SMC 4.31C.040 C.

PASSED BY THE CITY COUNCIL ON _____, 2022.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

09/12/2022

Date Rec'd

8/22/2022

Clerk's File #

ORD C36270

Renews #**Submitting Dept**PLANNING & ECONOMIC
DEVELOPMENT**Cross Ref #****Contact Name/Phone**

KEVIN FREIBOTT 6184

Project #**Contact E-Mail**

KFREIBOTT@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

SUSPENSION OF 2022/2023 COMP PLAN AMENDMENT CYCLE

Agenda Wording

An ordinance suspending the acceptance of annual applications for amendments to the City's Comprehensive Plan for the 2023 cycle. This suspension is intended to accommodate City-sponsored amendments to the Comprehensive Plan, to be developed in 2023.

Summary (Background)

This proposal is intended to accommodate development of permanent amendments to the Comprehensive Plan and Municipal Code as follow-up items to the City's interim ordinance amending housing types allowed in the City (ORD C36232), and in response to the declared housing emergency. Any applications currently under consideration in 2022 that are unable to be completed in 2022 will be suspended and resume consideration during the 2023/2024 amendment cycle.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

GARDNER, SPENCER

Study Session\OtherPublic Finance, August
15, 2022**Division Director**

MACDONALD, STEVEN

Council SponsorLori Kinnear and Breean
Beggs**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

RICHMAN, JAMES

sgardner@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

tblack@spokanecity.org

Additional Approvals

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Purchasing

smacdonald@spokanecity.org

kfreibott@spokanecity.org

jchurchill@spokanecity.org

rbenzie@spokanecity.org

Committee Agenda Sheet

Public Finance

| | |
|---|--|
| Submitting Department | Planning & Economic Development |
| Contact Name & Phone | Spencer Gardner, 509.625.6097 |
| Contact Email | sgardner@spokanecity.org |
| Council Sponsor(s) | Council President Beggs & Councilmember Kinnear |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>10 mins</u> |
| Agenda Item Name | Proposed Ordinance to Suspend Comp Plan Amendments in 2023 |
| Summary (Background) | <p>A proposed ordinance suspending the Comprehensive Plan Amendment application cycle for the upcoming year, known as the 2022/23 Comprehensive Plan Amendment Cycle. This will allow staff and the public to focus on a review and possible amendment to the Land Use Chapter of the City's Comprehensive Plan (Chapter 3), as called for in the interim zoning ordinance adopted earlier this year (ORD C36232).</p> |
| Proposed Council Action & Date: | An Ordinance, proposed to be adopted by September 5 or 12, 2022 |
| Fiscal Impact: Total Cost: <u>\$0</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts: What impacts would the proposal have on historically excluded communities? <i>This proposal would result in any private requests to amend the comprehensive plan, including requests for changes to the Land Use Plan Map (LU1), to wait an additional year for consideration. While this could delay certain land use/rezone requests, the result could achieve a greater impact as changes to the Land Use Chapter of the Comprehensive Plan, as envisioned by the interim ordinance, could increase housing options to a larger portion of the City, as opposed to small, individual amendments which have historically changed only a tiny proportion of the City.</i> | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <i>As required by SMC 17G.020 and RCW 36.70A, the amendments that would be considered in place of the annual comprehensive plan amendment process would include an exploration of existing data,</i> | |

public engagement and input, and would consider many of the topics identified and highlighted by the Spokane Housing Action Plan.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Following policy development, criteria for measuring its effectiveness will be considered.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This proposal to pause the private amendments to the Comprehensive Plan for 2023, allows focus to be given to the work program described in the interim housing ordinance (C36232), calling for the study of comprehensive plan and code amendments seeking to increase housing opportunities and choice

Ordinance No. C36270

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, SUSPENDING THE ACCEPTANCE OF ANNUAL APPLICATIONS FOR AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN UNTIL COMPLETION OF THE CITY'S COMPREHENSIVE PLAN UPDATE FOR SHAPING SPOKANE HOUSING, AND DEFERRING AND SUSPENDING THE PROCESSING OF APPLICATIONS WHICH CANNOT BE COMPLETED BEFORE DECEMBER 31, 2022.

WHEREAS, pursuant to Chapter 36.70A RCW ("GMA"), the City's Comprehensive Plan and development regulations are subject to continuing review and evaluation by the City; and

WHEREAS, GMA also requires the City to establish procedures and a schedule whereby updates, proposed amendments, or revisions of the Comprehensive Plan are considered by the City no more frequently than once every year; and

WHEREAS, the annual process is guided by a number of principles including (i) keeping the plan responsive to the community, (ii) honoring the community's long-term investment in the Comprehensive Plan through neighborhood planning processes, (iii) encouraging development that enables the entire community to prosper and reinforces a senses of place and feeling of community, in an ecologically, economically and socially sustainable manner, and (iv) requiring that proposed amendments result in a net benefit to the general public; and

WHEREAS, GMA generally requires all comprehensive plan amendment proposals to be considered by the governing body concurrently so the cumulative effect of the various proposals can be ascertained, but also provides that, after appropriate public participation a county or city may adopt amendments or revisions to its comprehensive plan that conform with GMA whenever an emergency exists or to resolve an appeal of a comprehensive plan filed with the growth management hearings board or with the court; and

WHEREAS, the Spokane City Council adopted interim ordinance C36232, creating chapter 17C.400 of the Spokane Municipal Code (SMC), establishing interim housing regulations to accommodate the emergency need for new and expanded housing options in the City, pursuant to RCW 36.70A.600(1); and

WHEREAS, Ordinance C36232, Section 4, states that a work plan for studies related to ordinance C36232 "shall include continued public participation and noticing pursuant to chapter 17G.025 SMC, modifications to the Comprehensive Plan, and evaluation of the effects of this ordinance with respect to neighborhood impacts, displacement of at-risk communities, and success in generating new housing units"; and

WHEREAS, the City presently has significant resources devoted to the work program established by ordinance C36232, including the preparation and public engagement required for a comprehensive plan amendment envisioned by that ordinance; and

WHEREAS, amendments to the Comprehensive Plan under consideration would likely include changes to the Land Use Plan Map and policies in Chapter 3, Land Use, 7.1

and

WHEREAS, the vast majority of applications for private amendments to the Comprehensive Plan in the past have likewise proposed changes to the policies and maps in Chapter 3; and

WHEREAS, the City Council considered this Ordinance suspending acceptance of applications and processing of annual site-specific comprehensive plan amendment applications at a duly noted public hearing on September 19, 2022, and received public testimony from interested parties, considered all the written and oral arguments and testimony; and

WHEREAS, the City Council finds that suspending the acceptance and processing of annual comprehensive plan amendment requests is necessary for the immediate preservation of the public peace, health, or safety and for the immediate support of City government and its existing public institutions; and

WHEREAS, pursuant to WAC 197-11-800(19), the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act; and

WHEREAS, the City Council adopts the foregoing as its findings of fact, justifying its adoption of this ordinance; now, therefore

THE CITY COUNCIL OF THE CITY OF SPOKANE, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Suspend. Chapter 17G.020 of the Spokane Municipal Code is suspended for the 2022/2023 cycle of annual comprehensive plan amendment and accompanying rezone requests. This suspension does not preclude out-of-cycle amendments, if an emergency exists, new territory is annexed into the City, or to resolve a truly obvious mapping error or an appeal of a comprehensive plan filed with the growth management hearings board or with the court. The annual review process will resume with the 2023/24 annual comprehensive plan amendments and accompanying rezone requests as outlined in Chapter 17G.020 SMC.

Section 2. Pending Applications. If any pending 2021/22 annual amendment proposals (i.e., applications submitted under Chapter 17G.020 SMC on or before October 31, 2021) cannot, for any reason, be processed before December 31, 2022 in the current cycle of consideration, or are otherwise postponed/deferred to the next applicable amendment cycle, such proposals/applications will be deferred until the 2023/24 annual amendment cycle.

ADOPTED BY THE CITY COUNCIL ON September ____, 2022.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

DRAFT



Agenda Sheet for City Council Meeting of: 09/12/2022

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|-----------------------|------------|
| Date Rec'd | 8/31/2022 |
| Clerk's File # | ORD C36271 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|-----------------------------|
| Submitting Dept | CITY COUNCIL |
| Contact Name/Phone | BREEAN BEGGS X6254 |
| Contact E-Mail | BBEGGS@SPOKANECITY.ORG |
| Agenda Item Type | First Reading Ordinance |
| Agenda Item Name | 0320 - FORFEITURE ORDINANCE |

Agenda Wording

Relating to the permitted use of forfeiture funds; amending sections 08.19030-040 of the Spokane Municipal Code.

Summary (Background)

This ordinance makes updates to the section 08.19 of the Spokane Municipal Code to clarify and codify the process for approving expenditures of forfeiture funds while ensuring that the fund maintains a healthy balance.

Lease? NO Grant related? NO Public Works? NO
Fiscal Impact **Budget Account**

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|---------|----|---|
| Neutral | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |

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|------------------------------------|-------------------|-------------------------------------|------------------------|
| <u>Approvals</u> | | <u>Council Notifications</u> | |
| <u>Dept Head</u> | ALLERS, HANNAHLEE | <u>Study Session\Other</u> | 8/29 Public Safety |
| <u>Division Director</u> | | <u>Council Sponsor</u> | CP Beggs, CM Wilkerson |
| <u>Finance</u> | | <u>Distribution List</u> | |
| <u>Legal</u> | | | |
| <u>For the Mayor</u> | | | |
| <u>Additional Approvals</u> | | | |
| <u>Purchasing</u> | | | |
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ORDINANCE NO. C36271

An ordinance relating to the permitted use of forfeiture funds; amending sections 08.19.30-040 of the Spokane Municipal Code.

WHEREAS, the long and well-established laws of the State of Washington provide for law enforcement agencies to seize and subsequently, through legal process, cause the forfeiture of assets used in, or gained from, illegal activity to be disposed of; and

WHEREAS, in 2014, the Spokane Police Department implemented comprehensive policies and ethical standards in regards to seizing property; and

WHEREAS, the Spokane Police Department undergoes annual audits by the Washington State Auditor's Office regarding the receipt and use of proceeds of those seizures; and

WHEREAS, police youth programs are proven methods of expanding and improving law enforcement activity to reduce the crimes targeted by the above forfeiture statutes, particularly youth drug diversion, prevention, and mitigation strategies; and

WHEREAS, the Spokane City Council intends to ensure that the proceeds legally obtained by the Police Department are used for the "expansion and improvement" of law enforcement within the City of Spokane that is proven to reduce crime and recidivism; and

WHEREAS, the City Council has final authority over the City of Spokane's budget, including approval of the spending of forfeiture dollars, and the Chief of Police and City Council must work together to determine the best use of these funds; and

WHEREAS, the regulations regarding the use of state forfeiture funds differ from those regarding the use of federal forfeiture funds; and

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That sections 08.19.030-040 of the Spokane Municipal Code are amended to read as follows:

Section 08.19.030 Permitted Use of Funds

- A. No asset forfeiture funds may be expended beyond the purposes allowed under applicable state and federal law and may not supplant existing funding. Limitations on the spending of federally derived forfeiture assets shall not apply to the spending of state derived forfeiture assets.

- B. Asset forfeiture funds under the control of the Police Department may only be spent by appropriation and approval of the Spokane City Council under its applicable policies for approving budgets and expenditures.
- C. The City Council will not approve any special budget ordinance spending ((of any)) asset forfeiture funds for any purpose absent a request by the Chief of Police for spending for that purpose. ~~((The Chief of Police may request expenditure of asset forfeiture funds as part of the preparation and submission of the annual budget to City Council or by requesting approval of an special budget ordinance.))~~
- D. The Chief of Police may request expenditure of asset forfeiture funds as part of the preparation and submission of the annual budget to City Council or by requesting approval of a special budget ordinance.
- E. The City Council may include expenditure of forfeiture funds in the annual budget for any purpose that the Chief of Police has previously requested funding regardless of whether the Chief is currently requesting funding for that purpose.
- F. The City's top priorities for spending state authorized forfeiture funds are as follows. The City will annually fund these two priorities equally from state funds and will not expend additional state forfeiture funds if it would reduce the reserve of state forfeiture funds below \$250,000.
 - a. Payments to confidential informants and for controlled drug purchases; and,
 - b. At-risk youth drug prevention programming and services based on peer support and leadership by individuals who have successfully exited criminal justice involvement.

Section 08.19.040 Reporting on Use of Funds

The Police Department shall provide to the Spokane City Council Public Safety Committee quarterly and yearly reporting of the receipt of proceeds from all civil forfeiture funds, the specific source of all forfeiture funds and all expenditures of forfeiture funds including the amount paid from the proceeds to the Washington State Treasurer. The reports shall also provide information related to and certification that all seized funds were spent consistent with any limitations imposed by federal or state law. No forfeiture funds are permitted to be spent in any annual quarter until a written report of the same quarter from the previous year has been submitted to City Council at a standing Public Safety and Community Health Committee meeting.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Public Safety & Community Health

| | |
|--|--|
| Submitting Department | City Council |
| Contact Name & Phone | Breean Beggs x6254 |
| Contact Email | bbeggs@spokanecity.org |
| Council Sponsor(s) | CP Beggs |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 30 |
| Agenda Item Name | Forfeiture SMC Update & Broader Discussion |
| Summary (Background) | This ordinance makes updates to the section 08.19 of the Spokane Municipal Code to clarify and codify the process for approving expenditures of forfeiture funds while ensuring that the fund maintains a healthy balance. |
| Proposed Council Action & Date: | Final reading September 19, 2022 |
| Fiscal Impact: Total Cost: <u>N/A</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| What impacts would the proposal have on historically excluded communities? This ordinance explicitly requires equal spending from state forfeiture funds on drug buy/CI payments and at-risk youth drug prevention programming. Expanding youth programming would reduce drug crime. | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This SMC update aligns with section 12 of the City of Spokane Charter and clarifies language in SMC 08.19 regarding the use of forfeiture funds. | |



Agenda Sheet for City Council Meeting of:
09/12/2022

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|-----------------------|------------|
| Date Rec'd | 8/31/2022 |
| Clerk's File # | ORD C36272 |
| Renews # | |
| Cross Ref # | |
| Project # | |
| Bid # | |
| Requisition # | |

| | |
|---------------------------|--|
| Submitting Dept | CITY COUNCIL |
| Contact Name/Phone | CP BEGGS/CM X6254 KINNEAR |
| Contact E-Mail | BBEGGS@SPOKANECITY.ORG |
| Agenda Item Type | Final Reading Ordinance |
| Agenda Item Name | 0320 - PROTECTION OF PUBLIC LANDS AND PROPERTIES ORDINANCE |

Agenda Wording

Relating to the Protection of Public Lands and Properties; and amending sections 12.02.1002, 12.02.1010, 12.02.1012 and 12.02.1014 of Article VI of Title 12.02 of the Spokane Municipal Code.

Summary (Background)

Since Martin v. City of Boise, which was the 9th Circuit ruling in 2019 that has prohibited enforcement of the camping prohibition on City-owned property subject to the availability of shelter beds, the City of Spokane has not updated its illegal camping ordinance. This update is intended to bring City code into better alignment with the Martin v. City of Boise ruling.

| | | |
|-----------------------------|-------------------|---|
| 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 8/29 Public Safety |
| Division Director | | Council Sponsor CP Beggs, CM Kinnear |
| Finance | | Distribution List |
| Legal | | mharrington@spokanecity.org |
| For the Mayor | | mmuramatsu@spokanecity.org |
| Additional Approvals | | gbyrd@spokanecity.org |
| Purchasing | | |
| | | |
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ORDINANCE NO. C36272

Relating to the Protection of Public Lands and Properties; and amending sections 12.02.1002, 12.02.1010, 12.02.1012 and 12.02.1014 of Article VI of Title 12.02 of the Spokane Municipal Code.

WHEREAS, protecting the health, safety and lives of its residents is the primary purpose of city government; and

WHEREAS, the City also has a stewardship over its public lands and properties and a responsibility to set reasonable rules that will safeguard and protect those public lands and properties; and

WHEREAS, the City of Spokane has both the broad authority and responsibility to regulate public property pursuant to Article XI, Section 11 of the Washington Constitution, RCW 35A.11.020 and RCW 35.22.280(30) and (35); and

WHEREAS, City-owned public lands and properties are generally intended for the safe and sanitary use by the broader public to gather, move freely and safely about, and engage in diverse activities, all of which are inconsistent with a campground and camping activity, the adverse impacts of which include, but are not limited to, unsanitary and/or unsafe conditions (i.e., human and food waste, drug paraphernalia, general litter, fire hazards, etc.); and

WHEREAS, many individuals have resorted to using City park property, public sidewalks under or near downtown viaducts and locations adjacent to the Spokane River and its tributary Latah Creek, for camping, storage of personal belongings and/or for intermittent living accommodation; and

WHEREAS, City Park space is preserved and maintained to help benefit the physical and mental health and enjoyment of the public with freely accessible sanitary and safe outdoor spaces, and is at the center of resilient and equitable cities like Spokane; and

WHEREAS, camping interferes with park preservation, maintenance and equitable public use of these protected public properties; and

WHEREAS, public rights of way (ROW), including sidewalks, are intended for safe and sanitary shared use by a diverse community of users including businesses, government and the general public for gathering, movement of people and goods/services, ROW maintenance, cleaning and preservation services; and that this diverse population of public sidewalk users includes, by way of example, people who use differing modes of transportation including families with children in strollers and disabled individuals who use a variety of devices to facilitate mobility, such as people who, as a result of sensory, mental, or physical disability, utilize a wheelchair, motorized cart, walker, cane, scooter or other device to move from place to place; and vision impaired individuals who rely on the use of canes in combination with nonvisual tactile cues (i.e., touching building walls and railroad/highway underpass walls adjacent to sidewalks), to scan for obstacles or orientation marks; and

WHEREAS, camping and/or storage of personal belongings on sidewalks interferes with these shared uses, particularly when the conduct occurs in viaduct locations wherein infrastructure already limits shared use in confined, dim spaces, and where camping also disrupts

the safe flow of pedestrian movement by creating dangerous street crossing on high volume streets by individuals avoiding these viaducts, and additionally presents serious risk of damage to viaduct infrastructure; and

WHEREAS, a reasonable buffer distance between the entry and exit points of nearby viaducts and pedestrian routes of travel leading to and from such viaducts, including but not limited to sidewalk pedestrian routes, should also remain continuously free and unobstructed to promote the opportunity for pedestrians, particularly sight impaired, and/or mobility impaired (including elderly who also may have compromised stamina), to anticipate and prepare for the changes in pathway elements/features presented by viaduct vertical clearance, width, abutments, compromised lighting, and any signage and other communication aids that assist pedestrians in negotiating safe movement into and out of these structures;

WHEREAS, camping and/or storage of personal belongings on pedestrian routes of travel in these buffer locations near viaducts, including but not limited to sidewalks, leading to and from viaduct structures, introduces barriers that hinder the continuous unobstructed movement toward, through and from these structures, rendering pedestrian routes of travel to these structures less accessible and inaccessible depending on the nature of a pedestrian disability and/or impairment; and

WHEREAS, camping under bridges and underpasses has led to the steady destruction of critical infrastructure, causing the Streets Department to send out bridge crews who report persons digging into the buttresses and abutments, such as on Sunset Bridge, in the development of campsites. The City's Streets Department has faced unexpected costs and labor to pour gunnite to secure the bottoms of the piers. There have also been occasions where there have been fires next to piers which compromise the integrity of bridge structures and underpasses. The crew has put fencing up in certain areas to keep people out of abutment areas only to have the fencing cut or torn down a few days later. Between the camp clean-ups, graffiti, fencing, disposal fees, labor hours, and other things associated with the destruction around bridge structures, the Streets Department has estimated spending as much as \$30,000.00 per year; and

WHEREAS, riparian areas along the Spokane River and Latah Creek have been severely damaged by camping activity, and have experienced the ongoing destruction of foliage through fires, foot traffic and the regular and ongoing discharge of large amounts of refuse, human waste and drug paraphernalia left along the river banks and introduced into the water; and

WHEREAS, it is critical that City staff be given the authority to immediately remove camps that endanger human lives, critical infrastructure and the City's natural assets without having to wait for irreparable harm to occur; and

WHEREAS, the City finds that there are camping situations that create a substantial danger or risk of harm that requires immediate removal of the camper and personal property in order to prevent substantial harm to individuals, public property, and/or to the health and/or safety of the environment and/or the public. These camping situations include but are not limited to camps located on City owned/operated park property, underneath the downtown railroad viaducts and riparian zones to consist of areas adjacent to the Spokane River and Latah Creek.; and

WHEREAS, there are significant adverse impacts caused by camping activity concentrated around congregate homeless shelters which impacts Spokane's most vulnerable, particularly individuals attempting to escape homelessness. The predatory behavior of drug

dealing directly undermines the community's efforts to provide meaningful assistance and long-term resolution to the problem of individuals living unsheltered; and

WHEREAS, it is the intent of this chapter to provide protection in areas of Spokane where homeless shelters operate, and to interrupt the negative impacts of camping in areas where individuals are receiving services; and

WHEREAS, this ordinance intends to prohibit camping within the City while encouraging persons experiencing homelessness to utilize available low barrier shelters and access community services available at Spokane Community Court; and

WHEREAS, Spokane's Community Court has been recognized by the Center for Court Innovation as a model for successful problem-solving courts; and participants are able to access services that include case management, substance abuse treatment, mental health care and housing referrals; and

WHEREAS, Spokane's Community Court does not penalize homelessness, but rather serves as a mechanism for assisting unsheltered persons to access and engage in the services and programming that assist individuals in exiting homelessness and through diversion, allows participants the opportunity to change their trajectory without a criminal conviction; and

WHEREAS, it is constitutionally permissible for cities to enforce a criminal violation established pursuant to an ordinance that sets restrictions on camping regardless of shelter availability; and

WHEREAS, the City Council finds that the regulatory requirements within this ordinance are necessary to promote public health, safety and welfare by preserving public use of public spaces for which they are intended.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Article VI of 12.02 SMC is amended to read as follows:

Article VI. Protection of Public Lands and Properties

Section 12.02.1000 Purpose

- A. The City of Spokane is committed to protecting its public lands and all of the properties within its geographical boundaries over which it exercises stewardship, including but not limited to parks, trees, natural areas, conservation lands and the Spokane River from potential health and safety hazards which result from unregulated human activity. Damage to the natural foundation of public lands and properties threatens the safety of the community.
- B. It is the purpose of this chapter to set standards for the preservation of public lands and properties that prevent such harms from destroying these natural assets. It is also the purpose of this chapter to promote the public health, safety and general welfare of citizens by providing protection to public lands and properties from the detrimental effects of unregulated human activity which is not subject to the environmental restrictions of Chapter 17E SMC.

Section 12.02.1002 Definitions

The following definitions are applicable in this chapter unless the context otherwise requires:

- A. “Camp” means to pitch, erect or occupy camp facilities, or to use camp paraphernalia or both, for the purpose of, or in such a way as will facilitate, outdoor sheltering for living accommodation purposes or for remaining outdoors overnight, or using a camper, recreational vehicle, trailer, or other vehicle for living accommodation purposes or for the purpose of remaining overnight.

~~((“Camp” or “camping” shall mean residing on or using public property for living accommodation purposes, as exemplified by remaining for prolonged or repetitious periods of time not associated with ordinary use of such public property with one’s personal possessions (including but not limited to clothing, sleeping bags, bedrolls, blankets, sheets, cots, tarpaulins, hammocks, luggage, backpacks, kitchen utensils, cookware, or similar material), sleeping or making preparations to sleep, storing personal belongings as above defined, regularly cooking or consuming meals. This ordinance will not be enforced if there is no available shelter space for the individual/s engaging in otherwise prohibited camping conduct.))~~

- B. “Camp facilities” include, but are not limited to, tents, huts, temporary shelters, campers, recreational vehicles, or trailers.

- C. “Camp paraphernalia” includes but is not limited to tarpaulins, cots, beds, sleeping bags, hammocks or cooking facilities and similar equipment.

- D. “Park or park facility” means any real property, building, structure, equipment, sign, shelter, swimming pool, vegetation, playground, or other physical property owned or controlled by the City for park purposes. Park or park facility includes all associated areas, including but not limited to parking lots for parks and pools. All park property, whether developed or undeveloped, including adjacent buffer lands, conservation lands and natural areas, shall be considered to be a “park facility” for purposes of this chapter.

~~((B-))~~ E. “Public property” shall mean any City-owned property, including but not limited to, parks or park facilities, riverbanks, waterways, conservation areas, natural areas, rights of way, easements, buildings, bridges, or other land or physical structures owned or managed by the City
~~((or other governmental agency.))~~

~~((G-))~~ F. “Public Tree” is a tree on City-owned property or on the public right-of-way abutting City-owned property. A public tree may also be a street tree. “City-owned property” does not refer to the right-of-way.

G. “Right-of-way” means any street, avenue, boulevard, highway, sidewalk, alley, passageway, or other thoroughfare, whether abutting public or private property, used for vehicular or pedestrian travel.

~~((D-))~~ H. “Street tree” means any tree or shrub located within the public right-of-way.

Section 12.02.1003 Protection Against Harm to Waterways

A. No person may cause harm to the Spokane River or Latah Creek or to the banks and natural areas that buffer these waterways. No person may do any of the following:

1. Build or erect a structure of any type along the Spokane River or Latah Creek, or drive a nail or other object into any tree or other natural vegetation for the purpose of building a shelter or any other structure, or for affixing an object to any tree or other natural vegetation.
2. Dig on the banks of the Spokane River or Latah Creek.
3. Move boulders, destroy vegetation, pave roads or paths, or otherwise reconfigure the natural landscape or other City-approved development on the banks of the Spokane River or Latah Creek.
4. Drive, park or bring any vehicle onto any portion of the banks of the Spokane River or Latah Creek.
5. Discharge garbage, refuse, or human or animal waste along the banks or into the waters of the of the Spokane River or Latah Creek.

B. Any violation of this section shall be punishable as a misdemeanor.

Section 12.02.1004 Injury to Tree on Public Property - Violation

No person may destroy, injure, or deface any street tree or public tree on public property by any means, as provided in SMC 12.02.914.

Section 12.02.1006 Unlawful Burning on Public Property

- A. A person is guilty of unlawful burning on public property if he or she knowingly causes a fire on public property.
- B. A violation of this section is a misdemeanor.
- C. Unless otherwise subject to custodial arrest under RCW 10.31.100, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail.
- D. With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be directed to community court by officer referral.

Section 12.02.1008 Unlawful Disposal of Litter on Public Property

No person may place, throw, deposit or otherwise dispose of litter in any public place, public park or in the waters within the City limits, as provided in SMC 10.08.010.

Section 12.02.1010 Unauthorized Camping on Public Property – Violation

A. Prohibition

1. No person may camp in or upon any public property including, but not limited to, on conservation lands and natural areas abutting the Spokane River, Latah Creek and ((its)) their tributaries, unless specifically authorized by declaration of the Mayor in emergency circumstances.
2. At all times, regardless of the availability of shelter, it is unlawful to camp where such activity poses:
 - a. a substantial danger to any person,
 - b. an immediate threat and/or an unreasonable risk of harm to public health or safety, or
 - c. a disruption to vital government services.

In such circumstances, the encampment shall be subject to expedited removal pursuant to SMC 12.02.1012.

3. At all times, regardless of the availability of shelter space or beds, it is unlawful to camp or store personal property, including camp facilities and camp paraphernalia, or to have unauthorized encampments, at any time in the following locations:
 - a. Underneath or within 50 feet of any railroad viaduct located within the Spokane Police Department's Downtown Precinct boundary as shown out in Exhibit A; and
 - b. Within three blocks of any congregate shelter provided that signs are posted prohibiting camping that are clearly visible to pedestrians.

B. Penalty

A violation of this section is a misdemeanor. Unless otherwise subject to custodial arrest on a warrant or probable cause for another crime, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail. With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be referred to community court by officer citation.

C. Enforcement

1. Law enforcement officers shall not issue a criminal citation to enforce unauthorized camping in violation of section 12.02.1010 (A)(1) when an individual is on public property at a time when there is no available overnight shelter. Nothing in this section shall be construed to prevent the enforcement of section 12.02.1003 at all times, regardless of the availability of shelter, when a person is causing harm to the Spokane River or Latah Creek or to the banks and natural areas that buffer these waterways;

nor shall this section be construed to prevent the expedited removal of an encampment on any public property pursuant to section 12.02.1012 (C).

- a. Prior to issuing a citation to a homeless person who is sleeping, lying, sitting, or camping outdoors, the police officer must first confirm that a 24/7 low-barrier shelter had available space during the previous twenty-four hours that could have been utilized by that individual.
 - b. Confirmation of overnight shelter availability may come from data provided through a City-approved data system or through direct contact with regional low-barrier shelters, and shall consist of the following:
 - i. whether a shelter has available space for sleeping,
 - ii. the number of available spaces, and
 - iii. the guests each shelter will accept (i.e. men, women, families with children, etc.).
2. Sections 12.02.1010 (A)(2) and (A)(3) are enforceable at all times regardless of shelter availability.

Section 12.02.1012 Removal of Unauthorized Encampments and Individual Camps.

Upon a determination by law enforcement or designated City personnel that an area constitutes an unauthorized encampment pursuant to 12.02.1010, or that an individual is engaged in unlawful camping or storage of personal property pursuant to 12.02.1010, the personal property, camping paraphernalia, camp facilities, and all other property, contraband, litter, and solid waste may be removed according to the following procedures:

A. Unoccupied Encampments

1. Written Notice Required Prior to Removal

For unoccupied encampments, written notice of removal will be posted on each tent and/or in any other distinct areas of the encampment. Reasonable efforts should be made to ensure that campers who are known to have difficulties understanding a written notice (whether because they are non-English speakers or impaired in some other way) receive the notice in a manner that is clear.

a. Contents of Notice

The written notice will provide the following notifications:

- i. Campers must remove all their belongings from the site within 48 hours.
- ii. Campers should not leave behind any items they want to keep.

- iii. Campers unable to remove their belongings in time due to disability or an equivalent hindrance may call 311 or visit MySpokane at Spokane City Hall (808 W. Spokane Falls Blvd), to make a request for special assistance. The request will be evaluated for reasonableness, and if reasonable, accommodated to the extent practicable. Campers should not assume that a request for assistance will be approved or that the City will be able to accommodate the request.
- iv. Campers may call 311 or visit MySpokane at Spokane City Hall (808 W. Spokane Falls Blvd) to inquire about whether items that were left at an encampment have been stored. Campers may retrieve their belongings without fear of arrest solely on the basis that they are retrieving their belongings.
- v. Campers wishing to minimize the risk of losing valued possessions in removals should always keep such items, to the extent possible, in visible, sanitary, and safely accessible bags or bins.
- vi. If the City does not clean up the site within a reasonable period of time, not to exceed five business days from expiration of the 48-hour period, the notice may be disregarded, and a new notice may then be posted.
- vii. Basic contact information for campers seeking shelters or social services.

2. Cleanup of Unoccupied Encampments

After 48 hours, the City will clean up the site within a reasonable period of time.

- a. Any campers who are present at that time will be directed to remove their belongings from the site.
 - i. Items that a camper leaves behind will be deemed abandoned.
 - ii. Requests for additional time or assistance to remove items will be evaluated for reasonableness, and if reasonable, accommodated to the extent practicable.
- b. City staff, as designated by the Director of Code Enforcement, will conduct an inspection for any remaining, unclaimed items, to the extent this can be done safely. An inspection may be narrowed or terminated for one or more of the following reasons that render further inspection unsafe:
 - i. presence of one or more hypodermic needles (especially if uncapped);
 - ii. strong odor or visual indication of unsanitary condition (e.g., biological waste) permeating a tent or space;
 - iii. a tent or space that is soaked in liquid or mud;

- iv. any other similar indication that further inspection or manipulation would be unsafe.
- c. Unclaimed items found in an inspection will be initially eligible for storage if and only if:
 - i. circumstances indicate that the item belongs to a person;
 - ii. the item has apparent utility in its current condition and circumstances; and
 - iii. the item can be safely retrieved from the site.

Examples of potentially storable items include: identification, medication stored in medication bottles with identifying information, art, art supplies, musical instruments, and items that reasonably appear to have sentimental value in their current condition. An item need not be in new or perfect condition to have apparent utility.

- d. An eligible item found in an inspection will be put into storage, unless it is determined to meet one of the following disqualifying conditions:
 - i. hazardous (e.g., items contaminated with human waste, explosives, moldy items);
 - ii. likely to become hazardous in storage (e.g., perishables, wet materials that might become moldy, items covered in mud);
 - iii. practically un-storable, due to large size, weight, or other similar characteristic;
 - iv. contraband or stolen;
 - v. is on the City's current list (as published on the City's website) of common types of items that, in the experience of City staff, campers regularly abandon during encampment removals, and there is no contrary indication as to the specific item.
- 2. Any items taken into storage will be kept in storage for up to 60 days. In addition to information already available on the notice, information about how stored items can be retrieved shall be available on the City of Spokane's website.
- 3. If the City does not clean up the site within a reasonable period of time, not to exceed five business days from expiration of the 48-hour period, the notice will be disregarded, and a new notice may then be posted.
- 4. Stored items may be retrieved from storage based on a description with sufficient specificity to demonstrate ownership.

B. Occupied Encampments

For occupied encampments, when shelter is available in the City, the City will provide campers with shelter and service information while expediting cleanup and removal of the site.

1. Campers will be directed to remove their belongings from the site.
 - a. Items that a camper leaves behind will be deemed abandoned.
 - b. Requests for additional time or assistance to remove items will be evaluated for reasonableness and, if reasonable, accommodated to the extent practicable.
2. A separate and unclaimed portion of an otherwise occupied encampment will be treated as an unoccupied encampment per Section A above.

C. Prioritized Removals Expedited

1. The City will prioritize and expedite the removal of an encampment, whether occupied or unoccupied, if any of the following conditions is observed or reasonably suspected in connection with an encampment:
 - a. physical threats or violence;
 - b. criminal activity not inherent in the act of unauthorized camping (e.g., drug use or sales, theft, sex trafficking);
 - c. a condition that significantly increases the likelihood of disease or the spread of disease (e.g., rodents, exposed meat, human waste);
 - d. a condition that presents a significant risk of bodily injury or death (e.g., discarded needles, vehicular traffic, weapons);
 - e. any other substantial threat to public health or safety;
 - f. damage (including potential or foreseeable damage) to the natural environment of environmentally critical areas;
 - g. significant amounts of trash;
 - h. significant disruption to a primary intended use of public property (e.g., blocking a doorway, on a sports field or court; obstructing a large portion of a sidewalk);
 - i. occupation of an area in which the public is not allowed to be present during the times camping is occurring.
2. Any of the factors enumerated in the above section that are observed at an encampment that is the subject of removal shall be documented with a specific description, which may include a police report, and available photographic or videographic evidence including footage from body worn cameras. In addition to documentation, the police officer or other person responsible for documentation shall include a statement indicating whether such conditions place the public at risk and how removal of the encampment is related to preservation of public health or safety.

D. Other Expedited Removals

1. The following types of encampments are subject to expedited removal whether the encampment is occupied or unoccupied:
 - a. An encampment in an area the public is not allowed to access at the time of removal, with clear signage to that effect.
 - b. An encampment in an area that has been clearly signed as specially off-limits to camping and subject to expedited removal.
 - c. An encampment that significantly disrupts a primary intended use of public property (e.g., blocking a doorway, on a sports field or court, or obstructing a large portion of a sidewalk).
 - d. An encampment that poses a significant risk of bodily injury (e.g., directly adjacent to vehicular traffic, requires walking across highway traffic to access).
 - e. An encampment that appears to have been entirely abandoned (e.g., no persons present, no items of obvious value, overrun with litter).
 - f. An encampment prohibited under SMC 12.02.1012.
2. In an expedited removal, the City will follow the same clean-up procedures, including storage procedures, but without prior written notice.

Section 12.02.1014 Severability

If any part, provision, or section of this chapter is held to be void or unconstitutional, all other parts not expressly so held shall continue in full force and effect.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

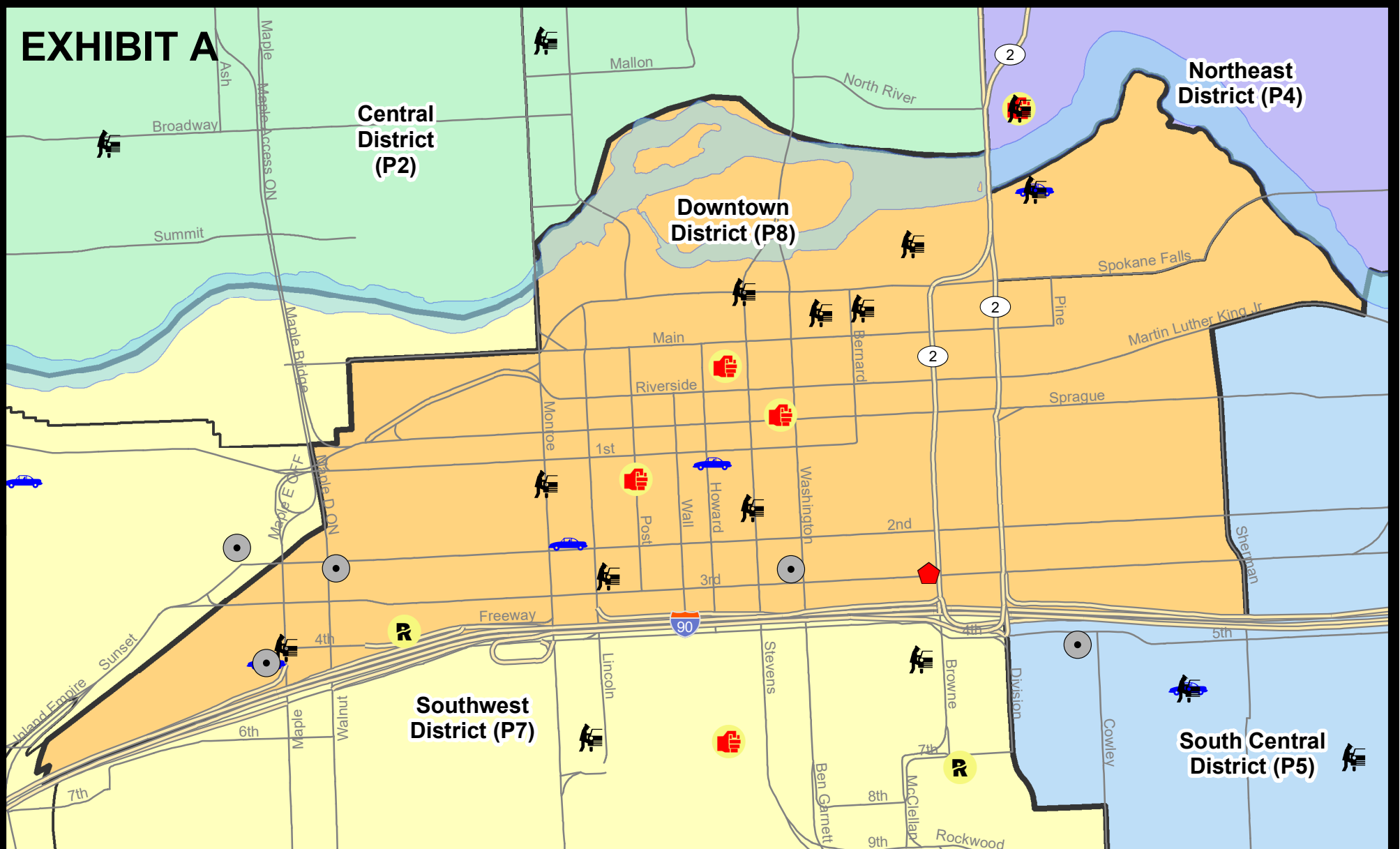
Assistant City Attorney

Mayor

Date

Effective Date

EXHIBIT A



City of Spokane
Downtown District (P8)
Selected
Crime Types
2021-09-12 to 2021-09-18
 Prepared By:
 Crime Analysis Unit
 Spokane Police Department

Legend

NIBRS Events

- | | | | |
|-------------------|--------------------|----------------------|---------------------|
| Criminal Homicide | Robbery Commercial | Aggravated Assault | Burglary Commercial |
| Rape | Robbery Person | Burglary Residential | Vehicle Prowling |
| | | Burglary Garage | Vehicle Theft |
| | | Arson | |

Cases Represent LERMS Crime Codes
 Points may indicate multiple events
 Note: Veh Prowl is only Larceny category displayed



For Additional Information on Incidents
 pertaining to an Area, Trend, or Pattern
 Contact Information Analysis

0 0.2 Miles



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.



Committee Agenda Sheet

PSCH COMMITTEE

| | |
|---|---|
| Submitting Department | City Council |
| Contact Name & Phone | Giacobbe Byrd |
| Contact Email | gbyrd@spokanecity.org |
| Council Sponsor(s) | Breean Beggs & Lori Kinnear |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes |
| Agenda Item Name | Proposed Illegal Camping Ordinance |
| Summary (Background) | <p>Since Martin v. City of Boise, which was the 9th Circuit ruling in 2019 that has prohibited enforcement of the camping prohibition on City-owned property subject to the availability of shelter beds, the City of Spokane has not updated its illegal camping ordinance.</p> <p>This update is intended to bring City code into better alignment with the Martin v. City of Boise ruling.</p> |
| Proposed Council Action & Date: | Final Council consideration on 08/12/2022 |
| Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts | |
| <i>What impacts would the proposal have on historically excluded communities?</i> Unless otherwise subject to custodial arrest on a warrant or probable cause for another crime, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail. With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be referred to community court by officer citation. | |
| <i>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</i> Council may ask the Administration to collect, analyze, and report this information. | |
| <i>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</i> Council may ask the Administration to collect data regarding the effectiveness of this policy. | |
| <i>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</i> The City of Spokane has both the broad authority and responsibility to regulate public property pursuant to Article XI, Section 11 of the Washington Constitution and RCW 35A.11.020. | |

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

09/12/2022

Date Rec'd

9/1/2022

Clerk's File #

OPR 2022-0636

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

CITY COUNCIL

Contact Name/Phone

CM CATHCART X6257

Project #**Contact E-Mail**

MCATHCART@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Considerations

Requisition #**Agenda Item Name**

0320 - LETTER TO WASHINGTON STATE DEPARTMENT OF COMMERCE

Agenda Wording

Letter to WA State Dept. of Commerce Director Lisa Brown requesting continued conversation on Right-of-Way funding opportunities.

Summary (Background)

Spokane City Council has heard from neighborhoods that were not included in previous discussions and are concerned by the intent to site homeless services and service providers in a small area of west Spokane. This letter requests the Department of Commerce reopen the Spokane regional homeless ROW funding discussions within the community for more engagement and feedback.

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

8/29 Public Safety

Division Director**Council Sponsor**

CM Cathcart; CM Bingle

Finance**Distribution List****Legal**

mcathcart@spokanecity.org

For the Mayor

sblackwell@spokanecity.org

Additional Approvals**Purchasing**



SPOKANE CITY COUNCIL

808 W. Spokane Falls Blvd.
Spokane, WA 99201-3335
(509) 625-6255

September 2, 2022

Secretary Lisa Brown
Washington State Department of Commerce
P.O. Box 42525
Olympia, WA 98504-2525

Dear Secretary Brown,

The Spokane City Council continues to hear from neighborhoods that were not included in previous discussions and are extremely dismayed by the intent to site homeless services and service providers in a small area of west Spokane. Therefore, the Spokane City Council requests the Department of Commerce reopen the Spokane regional homeless ROW funding discussion to ensure all voices are heard. From a Spokane community perspective, reopening the discussions to allow for full City Council input, neighborhood representation, and an opportunity for all providers to be at the same table which creates a community-focused approach to seeking solutions while addressing current public concerns. In addition, a broader plan that includes deployment of resources across the region and not simply in one jurisdiction is a critical aspect of how we must collectively address this issue. The population of the large Spokane camp comes from across the region, therefore the solution must be a regional one.

We represent the interests of many individuals, families, and businesses who understand and support the need for housing options and are encouraged by the Department of Commerce's willingness to provide the Spokane community with funding resources; however, they also desire community engagement and a seat at the table. The overarching goal is to create a plan that advances our community's vision for inclusive progress. We strongly support the need for continued discussion.

Thank you for your consideration of this important initiative.

Sincerely,

Breean Beggs, City Council President

Karen Stratton, City Council Member, Dist. 3

Lori Kinnear, City Council Member, Dist. 2

Michael Cathcart, City Council Member, Dist. 1

Betsy Wilkerson, City Council Member, Dist. 2

Zack Zappone, City Council Member, Dist. 3

Jonathan Bingle, City Council Member, Dist. 1

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

07/11/2022

Date Rec'd

7/6/2022

Clerk's File #

ORD C36232

Renews #**Submitting Dept**

PLANNING & ECONOMIC

Cross Ref #**Contact Name/Phone**

SPENCER 625-6097

Project #**Contact E-Mail**

SGARDNER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

2022 BUILDING OPPORTUNITIES AND CHOICES FOR ALL PILOT

Agenda Wording

An interim zoning ordinance to implement strategies encouraged by RCW 36.70A.600(1) to address the current housing shortage and increase residential building capacity increasing flexibility for attached homes, duplexes, triplexes, and fourplexes.

Summary (Background)

Building Opportunities and Choices for All is a result of Mayor Woodward's July 26, 2021, Housing Emergency Proclamation, the Spokane Housing Action Plan, and the City Council's HAP Implementation Plan. The one-year interim zoning ordinance proposes to allow duplexes up to fourplexes citywide, modify development standards for detached single-family, attached housing, duplexes, triplexes, and fourplexes, and encourage the construction of mixed-use or multifamily within Center and Corridor zones.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

GARDNER, SPENCER

Study Session\Other

This proposal came

Division Director

MACDONALD, STEVEN

Council Sponsor

CM Cathcart & CM Betsy

Finance

MURRAY, MICHELLE

Distribution List**Legal**

RICHTMAN, JAMES

sgardner@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

abeck@spokanecity.org

Additional Approvals

kdowney@spokanecity.org

Purchasing

smacdonald@spokanecity.org

sbishop@spokanecity.org

jchurchill@spokanecity.org

tblack@spokanecity.org

FIRST READING OF THE ABOVE
ORDINANCE HELD ON7/11/2022
AND FURTHER ACTION WAS DEFERRED

CITY CLERK

PASSED BY
SPOKANE CITY COUNCIL:7/18/2022
CITY CLERK



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The interim zoning implements strategies identified by RCW 36.70A.600(1).

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

jrichman@spokanecity.org

tpalmquist@spokanecity.org

idahl@spokanecity.org

mfeist@spokanecity.org

dgmurphy@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability

| | |
|---------------------------------|---|
| Submitting Department | Planning Services, Community and Economic Development |
| Contact Name & Phone | Amanda Beck, 625-6414 |
| Contact Email | abeck@spokanecity.org |
| Council Sponsor(s) | Council Member Wilkerson, Council Member Cathcart |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 15 minutes |
| Agenda Item Name | 2022 Building Opportunity & Choices for All Interim Zoning Ordinance |
| Summary (Background) | <p>RCW 36.70A.390 outlines the availability of an interim zoning ordinance to enact quick action in response to an immediate and urgent need. In response to the rapid increase in rents and home prices, the City is proposing an interim zoning ordinance to take swift action to permit and encourage the construction of more housing types in more zoning districts. RCW 36.70A.390 indicates that an interim zoning ordinance can be in force for up to a year if a work program is adopted to study and implement permanent changes. To capture both the 2022 and 2023 construction seasons, a one-year term is proposed for this interim zoning ordinance to allow housing capacity to increase immediately across all residential neighborhoods.</p> <p>The proposed interim code changes would:</p> <ul style="list-style-type: none"> • Remove maximum attached unit limits in all zoning districts for attached homes (townhouses); • Reduce the Residential Single-Family (RSF) lot width for attached homes to 36 feet or 16 feet for alley-loaded lots, which matches the dimensional standards in the Residential Two-Family (RTF) zone; • Reduce the minimum lot size for attached homes to 1,280 sq. ft. in all zones except in Residential Agriculture; • Allow duplexes in all zoning districts, and triplexes and fourplexes in all areas within ¼ mile of frequent transit and ½ mile of all Center and Corridor zones; • Amend the number of allowed units in density calculations to be rounded up (e.g. 5.2 units is rounded up to 6 units); • Apply design standards to buildings developed under the interim zoning ordinance, such as a 15% front façade requirement for windows and building articulation through modulation and use of multiple architectural materials. The standards are similar to the City's existing design standards, with some clarifications or adjustments specific to this scale of development. <p>The proposed interim code changes would not alter development standards for detached single-family houses.</p> <p>The proposal implements the following strategies from the adopted Housing Action Plan (HAP):</p> <ul style="list-style-type: none"> • A1 - Explore and expand allowed housing types to encourage missing middle housing throughout Spokane's |

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| | <p>neighborhoods;</p> <ul style="list-style-type: none"> • A3 - Continue to streamline and simplify changes to the City's permit process, as necessary; • A4 - Leverage infrastructure and investment, including near high-performance transit stops, in Centers and Corridors, the downtown core, and other targeted areas to increase housing supply; and • C1 - Reduce barriers and expand access to housing and homeownership for lower income households, first-time homebuyers, people of color, and people with disabilities. <p>The proposal also aligns with several action items from City Council's HAP Implementation Plan, and Mayor Woodward's July 26, 2021 Housing Emergency Proclamation:</p> <ul style="list-style-type: none"> • Council Strategy II.1 - In accordance with RCW 36.70A.390, enact an emergency interim official control ordinance expressly allowing for up to four units attached in any residential zone along with necessary modifications to land use dimensional standards to accommodate these enhanced housing options; • Council Strategy III.3 - Update definition of RSF zoning to expressly include duplexes with RSF design to express the architectural and urban design qualities of low-density neighborhoods guided by Comp Plan LU 1.3. • Council Strategy III.4 - Implement a three-year pilot project to allow triplex and fourplex units in RSF zoning built to express the architectural and urban design qualities of low-density neighborhoods per Comp Plan LU 1.3. • Council Strategy III.5 - Permit multiple attached residential units (including stackable townhouses and condominiums), up to six per parcel, within compact and two-family residential zoning, but retain 35-foot wall height limits with some allowance for higher roofs, and historical overlay design standards if applicable, within 1/2-mile of Centers and Corridors. • Council Strategy III.9 - Seek prompt re-evaluation by the Plan Commission of SMC 17C.110.200 and Table 17C.110-3 to consider reductions of minimum lot size and width, maximum building coverage and floor area coverage to support the goal of denser residential development within residential zones and a reasonable version of other goals of these provisions. • Council Strategy III.11 - Review LU 1.3 and LU 1.4 for consistency with E2SHB 1220 (WA Leg 2021) requiring that planning counties under the WA Growth Management Act (GMA) update comprehensive plans to increase housing options that accommodate all levels of affordability, address historical exclusionary zoning practices, and establish anti-displacement strategies; • Mayoral Strategy II.b - Consider amending SMC 17C "Land Use Standards" to increase the number of attached residential units to greater than two outside of a Planned Unit Development (PUD) with appropriate and complementary dimensional standards, parking standards, |
|--|--|

| | |
|---|--|
| | <p>setbacks, site coverage, and frontage requirements in place.</p> <ul style="list-style-type: none"> • Mayoral Strategy II.i - Explore the use of Interim Zoning Ordinances to achieve immediate goals and objectives, such as allowing duplexes to be constructed on corner lots in the RSF and RSF-C zones and increased densities as transit stops, street frontage requirements. <p>During the one year period, the Planning Department will evaluate permanent changes to the development code in concert with changes to the Comprehensive Plan. This effort aligns with Council's direction to consider changes to Comprehensive Plan Policies LU 1.3 and LU 1.4 so the policies achieve increasing housing options that accommodate all levels of affordability, while addressing historically exclusionary zoning practices.</p> <p>RCW 36.70A.390 directs that a public hearing shall be held within 60 days of adoption of the interim zoning ordinance. While this process is faster than typical code amendment adoption, it is important to note that community engagement and outreach will be built into the one-year work program to evaluate and refine permanent code language. This is also a continuation of the conversation around housing that has been happening through the Shaping Spokane Housing code changes. General feedback from the public during outreach indicates support of duplexes and increased housing variety in residential zoning districts.</p> |
| Proposed Council Action & Date: | Approve proposed interim zoning ordinance; Hold a public hearing within 60 days |
| <p>Fiscal Impact:</p> <p>Total Cost: Not applicable</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: The Planning Department is committed to engaging the community in code development over the coming year, as well as monitoring the "pilot program" introduced if this interim zoning ordinance is adopted. It is likely that a consultant will be retained, first using department consulting funds, if needed.</p> | |
| <p>Operations Impacts</p> | |
| <p><i>What impacts would the proposal have on historically excluded communities?</i></p> <p>This project is working to increase housing options, including the diversity of housing types and levels of affordability. Historical practices such as 'redlining' and restrictive covenants on property have had long-lasting impacts on neighborhoods and homeownership, such as wealth inequality and lower health outcomes. Zoning that limits housing types or sets additional development regulations in middle- and upper-income neighborhoods, referred to in some policy discussions as "exclusionary zoning," plays a role in driving up prices and limiting the supply of housing opportunities for historically excluded communities, particularly lower and moderate-income households, and households of color. Expanding the types of housing allowed in zones through development code changes can help decrease the overall costs of development while encouraging and possibly</p> | |

incentivizing a more diverse range of housing. This can help increase affordability and access to housing for more residents in neighborhoods across the city.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

The interim zoning ordinance builds on data collected and reported in the Housing Action Plan (HAP), including the housing needs assessment, community surveys, and policy review. The HAP incorporated data on equity indicators to understand community and regional housing needs, trends, and gaps, including data based on racial, ethnic, gender identity, national origin, income level, disability, and other disparities around housing cost-burden. The one-year period of the interim zoning ordinance will provide an opportunity for City staff to evaluate the impacts of increasing housing options in real time as permanent code changes are being considered. The Planning Services Department will use this information to review permanent code changes for anti-displacement and equitable outcomes for housing.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Effectiveness of the program will be directly tied to the number of units vested, and constructed, during the one-year interim zoning ordinance. As the City pilots the code changes, community engagement will help inform and guide the permanent code changes. The City will continue to monitor outcomes related to permitting and development to understand the effectiveness of changes in achieving strategic housing objectives. As the goal is to increase housing variety, affordability, and geographic location of diverse housing types, an increase in permit applications would be a positive indicator that code changes were encouraging construction of more housing. Permitting may also provide an indicator if there are barriers other than zoning regulations that may be hindering housing construction.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The proposal is aligned with many City policies to support housing variety and affordability so that all community residents have access to housing that is safe, clean, and healthy. Current policies include: the Comprehensive Plan (Land Use and Housing chapters), Housing Action Plan, Mayor Proclamation for a Housing Emergency, and City Council/Plan Commission 2021-2022 Joint Work Plan.

ORDINANCE NO. C36232

AN INTERIM ZONING ORDINANCE concerning permitting and encouraging construction of attached homes, duplexes, triplexes, and fourplexes in more residential zoning districts; encouraging construction of multi-family housing in center and corridor zoning districts; adopting a new Chapter 17C.400 SMC, Interim Housing Regulations Adopted to Implement RCW 36.70A.600(1); setting a public hearing; and establishing a work program.

WHEREAS, RCW 36.70A.600(1) encourages the City to take a number of actions in order to increase its residential building capacity and authorized the City to adopt a housing action plan; and

WHEREAS, as authorized by RCW 36.70A.600(2), Council Resolution RES 2021-0062 adopted the City of Spokane Housing Action Plan as a guide for future housing planning, policy development, and regulatory and programmatic implementation measures that increase housing options that are affordable and accessible for people and families of all incomes in the City; including the Implementation Plan, included as Appendix A within the Housing Action Plan, which outlines several strategies and policies to remedy the current housing crisis; and

WHEREAS, the 2020 Housing Needs Assessment completed for the Housing Action Plan indicates several facts about the housing supply and need, particularly the need to accommodate for an estimated 6,000 additional housing units by 2037; and

WHEREAS, the median home price in Spokane County has increased over 26% in a single year, reaching \$430,000 in April of this year; and

WHEREAS, a recent study by the Spokane Association of Realtors estimates a shortage of 32,000 housing units within the Spokane region needed to meet current levels of housing demand, and finds that less than 15 percent of employed residents can afford to buy a home; and

WHEREAS, average rents in Spokane increased over 9% during the last year according to data from the Washington Center for Real Estate Research; and

WHEREAS, the region's housing shortage is contributing to rapidly escalating home prices and rents which is a contributing factor in the worsening homelessness crisis in Spokane and the surrounding region; and

WHEREAS, in adopting RES 2021-0062 the City Council outlined several code amendments and permit processes that the City should enact in support of the strategies and actions recommended in the Housing Action Plan and to encourage construction of more housing within Spokane; and

WHEREAS, in adopting RES 2021-0062 the City Council specifically calls for allowing attached houses, duplexes, and fourplexes in more areas of the city; and

WHEREAS, in adopting RES 2021-0062 the City Council specifically calls for the Plan Commission to consider reductions of minimum lot size and width, maximum building coverage, and floor area coverage in order to create more opportunities for housing; and

WHEREAS, the City Council finds that this interim zoning ordinance and the housing it will allow are compatible with the City's residential neighborhoods and is consistent with the City's Comprehensive Plan which envisions a variety of housing types in the City's residential neighborhoods; and

WHEREAS, on July 26, 2021, the Mayor of the City of Spokane proclaimed a housing emergency and directed the City to pursue actions to expand housing types, reduce overall development costs to increase development of affordable housing, and streamline municipal procedures to support the development cycle; and

WHEREAS the Mayor's July 26, 2021 proclamation also directed the City to expand the number of attached homes allowed, and to explore the use of an interim zoning ordinance to achieve immediate goals and objectives for increasing densities at transit stops and creating opportunities for a greater variety of housing; and

WHEREAS, the City was awarded a \$100,000 grant from the Department of Commerce through the Housing Action Plan and Implementation (HAPI) grant program to implement strategies from its adopted Housing Action Plan; and

WHEREAS, Strategy A4 from the City of Spokane Housing Action Plan recommends changes to the center and corridor zones to accommodate more housing and achieve the maximum density allowed; and

WHEREAS, the proposed actions will implement strategies specified in RCW 36.70A.600(1); and

WHEREAS, by virtue of the public process conducted during creation of the City of Spokane Housing Action Plan, in addition to subsequent engagement efforts, interested agencies and the public have had extensive opportunities to provide comment on housing needs and potential regulatory responses to the housing crisis; and

WHEREAS, the City has complied with RCW 36.70A.370 in the adoption of this Ordinance, avoiding any unconstitutional taking of private property; and

WHEREAS, on June 22, 2022, the Washington State Department of Commerce and appropriate state agencies were given the required 30-day, expedited notice before

adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106; and

WHEREAS, a State Environmental Protection Act (SEPA) Determination of Nonsignificance and Checklist were issued by Planning Services on July 1, 2022. The comment period ended on July 15, 2022; and

WHEREAS, prior to the City Council public hearing, a legal notice of public hearing was published in the *Spokesman-Review* on July 3, 2022 and the notice of the proposed amendment was distributed to the City's agency/interested party list; and

WHEREAS, the City Council finds that this interim zoning ordinance is necessary for the immediate preservation of the public peace, health, or safety and for the immediate support of City government and its existing institutions; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Interim Zoning Ordinance Adopted. An interim zoning ordinance is adopted as specified in Section 7 of this ordinance.

Section 2. Purpose. The purpose of this interim zoning ordinance is to implement actions specified in RCW 36.70A.600(1) in order to increase residential building capacity to help mitigate Spokane's housing shortage emergency.

Section 3. Duration of Interim Zoning Ordinance. This interim zoning ordinance shall be in effect until July 18, 2023, unless extended or cancelled at the public hearing described in Section 5 of this ordinance. It is anticipated that while this interim zoning ordinance is in effect the city will evaluate whether to make these measures permanent pursuant to the public notice and participation process set forth in chapter 17G.025 of the Spokane Municipal Code.

Section 4. Work Plan. Pursuant to RCW 36.70A.390, a work plan for studies related to this ordinance shall include continued public participation and noticing pursuant to chapter 17G.025 SMC, modifications to the Comprehensive Plan, and evaluation of the effects of this ordinance with respect to neighborhood impacts, displacement of at-risk communities, and success in generating new housing units.

Section 5. Public Hearing. Pursuant to RCW 35.63.200 and 36.70A.390, the City Council will hold a public hearing on this interim zoning ordinance on September 12, 2022. Immediately after the public hearing, the City Council will adopt findings of fact on the subject of this interim zoning ordinance.

Section 6. 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 7. That there is adopted a new Chapter 17C.400 of the Spokane Municipal Code, titled Interim Housing Regulations Adopted to Implement RCW 36.70A.600(1), to read as follows:

Section 17C.400.010 Pilot Low-Intensity Residential Development Standards

Section 17C.400.020 Pilot Density

Section 17C.400.030 Pilot Low-Intensity Residential Design Standards

Section 17C.400.040 Pilot Center and Corridors Development Standards

Chapter 17C.400

Interim Housing Regulations Adopted to Implement RCW 36.70A.600(1)

Section 17C.400.010 Pilot Low-Intensity Residential Development Standards

A. Purpose.

Low-intensity residential buildings, including single-family residential buildings, duplexes, multi-family residential structures of three or four units, and attached houses, are all compatible building types within a neighborhood. The standards of this section allow for greater variety of housing and increased capacity for new housing.

B. Definitions

1. Low-intensity residential buildings include the following building types:
 - a. Detached single-family residential buildings;
 - b. Duplexes;
 - c. Multi-family residential structures of three or four units; and
 - d. Attached houses.
2. Major transit stop means:
 - a. A stop on a high-capacity transportation system funded or expanded under the provisions of chapter 81.104 RCW;
 - b. A stop on bus rapid transit routes or routes that run on high occupancy vehicle lanes; or
 - c. A stop for a bus or other transit mode providing actual fixed route service at intervals of at least fifteen minutes for at

least five hours during the peak hours of operation on weekdays.

C. Applicability.

1. In the event of a conflict, the provisions of this chapter supersede the standards and requirements of other sections of Title 17 SMC for residential zones RSF, RTF, RMF, and RHD. Where this chapter does not provide a standard, the standards of applicable sections in Title 17 SMC shall govern, including but not limited to:
 - a. Engineering standards as described in [Title 17H SMC](#).
 - b. Environmental standards as described in [Title 17E SMC](#).
 - c. Off-street parking requirements as described in [chapter 17C.230 SMC](#).
 - d. Standards and regulations for an accessory dwelling unit per lot as described in [chapter 17C.300 SMC](#).
 - e. All other lot development standards given in Table 17C.110-3 unless provided in Table 17C.400-1 or other provisions of this section.
2. Developments approved under this chapter shall comply with all standards and regulations found herein. Developments may opt to adhere to all of the standards and requirements of the permanent sections of Title 17 SMC, in lieu of this section.
3. Notwithstanding other provisions of Title 17 SMC, a detached single-family residential building, a duplex, or an attached house shall be permitted on all lots in the RSF, RTF, RMF, and RHD zones.
4. Notwithstanding other provisions of Title 17 SMC multi-family residential structures of three or four units shall be permitted on all lots in the RSF, RTF, RMF, and RHD zones.
5. Notwithstanding maximum density standards in Table 17C.110-3, lots that conform to the applicable development standards of this section shall be considered to meet the maximum density requirements.

D. Lot Dimensions.

TABLE 17C.400-1
DEVELOPMENT STANDARDS

| MINIMUM LOT DIMENSIONS LOTS TO BE DEVELOPED WITH: | | | | | |
|--|-----|-------------------|-------------------|---------------|--------|
| | RA | RSF & RSF-C | RTF | RMF | RHD |
| Attached Houses as defined in 17A.020.010 SMC | | | | | |
| Minimum lot area | N/A | 1,280 sq. ft. | 1,280 sq. ft. | None | None |
| Minimum lot width with alley parking and no street curb cut [2] | N/A | 16 ft. | 16 ft. | None | None |
| Minimum lot width | N/A | 36 ft. | 36 ft. | None | None |
| Minimum lot depth | N/A | 80 ft. | 50 ft. | None | None |
| Minimum front lot line | N/A | Same as lot width | Same as lot width | None | None |
| Detached single-family residential buildings, duplexes, multi-family residential structures of three or four units | | | | | |
| Minimum lot area | N/A | 4,350 sq. ft. | 1,800 sq. ft. | 1,800 sq. ft. | None |
| Minimum lot width | N/A | 40 ft. | 36 ft. | 25 ft. | 25 ft. |
| Minimum lot depth | N/A | 80 ft. | 40 ft. | 25 ft. | 25 ft. |
| Minimum front lot line | N/A | 40 ft. | 30 ft. | 25 ft. | 25 ft. |
| PRIMARY STRUCTURE | | | | | |
| Attached Houses as defined in SMC 17A.020.010 | | | | | |
| | RA | RSF & RSF-C | RTF | RMF | RHD |
| Maximum Building Coverage | N/A | -- | -- | -- | -- |
| Maximum Roof Height [1] | N/A | 40 ft. | 40 ft. | 40 ft. | 40 ft. |

| | | | | | |
|---|-----|--------|--------|--------|--------|
| Maximum Wall Height On Interior Lot of Development | N/A | 35 ft. | 35 ft. | -- | -- |
| Maximum Wall Height | N/A | 30 ft. | 30 ft. | -- | -- |
| Floor Area Ratio (FAR) | N/A | -- | -- | -- | -- |
| Detached single-family residential buildings, duplexes, multi-family residential structures of three or four units | | | | | |
| Maximum Building Coverage | N/A | 60% | 60% | -- | -- |
| Maximum Roof Height [1] | N/A | 40 ft. | 40 ft. | 40 ft. | 40 ft. |
| Maximum Wall Height | N/A | 30 ft. | 30 ft. | -- | -- |
| Floor Area Ratio (FAR) | N/A | -- | -- | -- | -- |
| <p>Notes:</p> <p>-- No requirement</p> <p>[1] Base zone height may be modified according to SMC 17C.110.215, Height.</p> <p>[2] A private shared driveway providing access to the rear of a grouping of attached houses also meets the requirement for alley parking.</p> | | | | | |

E. Additional Standards.

1. Porches, exterior balconies, or other similar areas not enclosed by walls may project up to six feet into the front setback.
2. Setback Averaging.
Setback averaging outlined in [SMC 17C.110.220\(D\)](#) shall not be greater than fifteen feet for developments approved under this section.
3. The following projections above the roof height maximum are allowed:
 - a. Parapets and rooftop railings may extend four feet above the height limit.
 - b. Walls or fences located between individual rooftop decks may extend six feet above the height limit if the wall or fence is set back at least four feet from the edges of the roof.

- c. Stairway enclosures that provide rooftop access and cumulatively cover no more than ten percent of the roof area may extend up to ten feet above the height limit, provided that the enclosures are setback at least fifteen feet from all roof edges on the street facing facades.
- 3. Subdivision of land:
 - a. Subdivisions approved under this section shall meet the lot dimensions listed in Table 17C.400-1.
 - b. Notwithstanding exemptions provided for within the Spokane Regional Stormwater Manual (SRSW), subdivision of land approved under this section must meet the SRSW, as adopted by reference in [SMC 17D.060.030](#).
 - c. Proposed building footprints must be shown on the preliminary plat.
- 4. Attached Housing.
 - a. There is no limit to the number of consecutive attached houses.
 - b. On interior lots, the side lot line setback for the side containing the common wall is reduced to zero.
 - c. On corner lots, the street side lot line setback must comply with the setback noted in [Table 17C.110-3](#).
 - d. There is no Floor Area Ratio (FAR) maximum for attached houses.

F. Design Standards.

Developments approved under this section must meet the design standards in 17C.400.030 SMC.

Section 17C.400.020 Pilot Density

A. Applicability.

Development approved under the provisions of this chapter supersede the applicable standards in SMC 17C.110.205.

B. Calculating Density.

The calculation of density for a subdivision or residential development is net area and is based on the total area of the subject property.

1. Maximum Density

The maximum densities for residential zones are stated in [Table 17C.110-3](#). Maximum density is based on the zone and size of the

site. The maximum units allowed on a site is controlled by site development standards.

- a. The following formula is used to determine the maximum number of units allowed on the site:

Square footage of site, less the area set aside for right-of-way and tracts of land dedicated for stormwater facilities;

Divided by maximum density from Table 17C.110-3;

Equals maximum number of units allowed.

- b. When the calculation of maximum density results in a fraction, the density allowed is rounded up to the next whole number. For example, a calculation in which lot area, divided by minimum unit area equals 4.35 units, the number is rounded up to 5.0 units.

- c. All new housing built, or converted from other uses, must be on sites large enough to comply with the density standards.

2. Minimum Density.

The minimum density requirements for residential zones are stated in [Table 17C.110-3](#). Minimum density is based on the zone and size of the site, and whether there are critical areas (see definitions under [chapter 17A.020 SMC](#)). Land within a critical area may be subtracted from the calculation of density.

- a. The following formula is used to determine the minimum number of lots required on the site:

Square footage of site, less the area set aside for right-of-way and tracts of land dedicated for stormwater facilities;

Divided by minimum density from [Table 17C.110-3](#);

Equals minimum number of units required.

- b. A site that is nonconforming in minimum density may not move further out of conformance with the minimum density standard.

- c. All subdivisions are required to comply with the minimum density requirements of the base zone, unless modified by a PUD under [SMC 17G.070.030\(B\)\(2\)](#).

Section 17C.400.030 Pilot Low-Intensity Residential Design Standards

Development approved under this chapter must address the following design standards, administered pursuant to [SMC 17C.110.015](#), Design Standards Administration:

A. Landscaping.

1. Purpose.

The standards for landscaped areas are intended to enhance the overall appearance of residential developments. Landscaping improves the residential character of the area, breaks up large expanses of paved areas and structures, provides privacy for residents, and provides separation from streets. Landscaped areas also reduce stormwater run-off by providing a pervious surface.

2. Landscaping Implementation.

- a. Fifty percent of the area between the front lot line and the front building line must be planted with living ground cover. A patio or porch may be included in the calculation of ground cover area. (R)
- b. Landscaping is encouraged to follow the Spokanescape guidelines for design, soil and compost, drip irrigation, planting & mulch, raised beds, maintenance, and plant list. (P)
- c. Use of landscape structures such as trellises, raised beds and fencing to unify the overall site design is encouraged. (P)

B. Front Yards.

1. Purpose.

To provide separation between buildings and the public pedestrian realm where the front yard functions as usable outdoor space and provides a clear, welcoming and safe entry for pedestrians from the sidewalk into the building.

2. Front Yards Implementation.

- a. Attached houses, duplexes, and low-intensity residential buildings of three or four units shall incorporate a residential front yard between the primary structure and the back of sidewalk. (R)

C. Outdoor Areas.

1. Purpose.

To create usable areas through the use of engaging outdoor spaces for the enjoyment and health of the residents.

2. Outdoor Areas Implementation.

- a. Each development shall provide a minimum of forty-eight square feet of outdoor area for each living unit within the building. (R)
- b. The outdoor area may be configured as either:

- i. A private outdoor area, such as a balcony or patio directly accessible from the unit; or
 - ii. A common outdoor area accessible by all units in the building. (R)
- c. Common outdoor areas shall be easily accessible and visible to residents. (R)
- d. Common outdoor areas should provide at least three of the following amenities to accommodate a variety of ages and activities. Amenities may include, but are not limited to: (P)
 - i. Site furnishings (benches, tables, bike racks, etc.);
 - ii. Picnic areas;
 - iii. Patios, plazas or courtyards;
 - iv. Shaded tot lots;
 - v. Rooftop gardens; planter boxes, or garden plots; or
 - vi. Open lawn.
- e. Outdoor spaces should not be located adjacent to dumpster enclosures, loading/service areas or other incompatible uses. (C)

D. Entrances.

1. Purpose.

To ensure that entrances are easily identifiable, clearly visible, and accessible from streets and sidewalks to encourage pedestrian activity and enliven the street.

2. Entrances Implementation.

- a. Each unit fronting a street must have its address and main entrance oriented toward a street frontage. Where an existing house is being converted to two units, one main entrance with internal access to both units is allowed. (R)
- b. Each unit must have a covered, main entry-related porch, or stoop area. (P)

E. Windows.

1. Purpose.

To maintain a lively and active street face.

2. Windows Implementation.

- a. Windows shall be provided in façades facing streets, comprising at least fifteen percent of the façade area. (R)
- b. Decorative window features are encouraged, such as: (P)

- i. Arched or transom windows.
- ii. Mullions.
- iii. Awnings or bracketed overhands.
- iv. Flower boxes.
- v. Shutters.
- vi. Decorative window trim, pop-outs, or recesses.

F. Building Articulation.

1. Purpose.

To ensure that buildings along any public or private street display the greatest amount of visual interest and reinforce the residential scale and character of the streetscape and neighborhood.

2. Building Articulation Implementation.

- a. Buildings must be modulated along the street at least every thirty feet. Building modulations must step the building wall back or forward at least four feet. (R)
- b. Moderate the scale of the building to create a human scale streetscape by including vertical and horizontal patterns as expressed by bays, belt lines, doors and windows. (P)
- c. Horizontal facades longer than thirty feet should be articulated into smaller units, reminiscent of the residential scale of the neighborhood. At least four of the following methods should be used: (P)
 - i. Varied building heights.
 - ii. Use of different materials.
 - iii. Windows.
 - iv. Different colors.
 - v. Offsets.
 - vi. Projecting roofs (minimum of twelve inches).
 - vii. Recesses.
 - viii. Bay windows.
 - ix. Varied roof forms or orientation.
- d. Reduce the potential impact of new attached housing, duplexes, or low-scale residential buildings of three or four units on established and historic neighborhoods by incorporating elements and forms from nearby buildings. This may include reference to architectural details, building

massing, proportionality, and use of high-quality materials such as wood, brick, and stone. (P)

G. Screening.

1. Purpose.

The screening standards address specific unsightly features, which detract from the appearance of residential areas.

2. Screening Implementation.

- a. Fire escapes, or exterior stairs that provide access to an upper level are not allowed on the front façade of the building. (R)
- b. Garbage and Recycling Areas. All exterior garbage cans, garbage collection areas, and recycling collection areas must be screened from the street and any adjacent properties. (R)
- c. Screening shall comply with the clear view triangle requirements defined in [SMC 17C.110.230\(G\)](#).
- d. Screening must comply with at least one of the following criteria: (R)
 - i. L1 Visual Screen meeting [SMC 17C.200.030\(A\)](#).
 - ii. A six-foot high solid masonry wall or sight-obscuring fence five-feet inside the property line with an L2 see-through buffer meeting [SMC 17C.200.030\(B\)](#), between the fence and the property line.
- e. Storage areas are not allowed within fifteen feet of a street lot line. (R)
- f. Mechanical Equipment. Mechanical equipment located on the ground, such as heating or cooling equipment, pumps, or generators must be screened from the street and any adjoining residential uses by walls, fences or vegetation tall enough to screen the equipment. Mechanical equipment on roofs must be screened from the ground level of any adjoining R-zoned lands. (R)

H. Parking Facilities.

1. Purpose.

To integrate parking facilities with the building and surrounding residential character.

2. Parking Facilities Implementation.

- a. The length of the garage wall facing the street may be up to fifty percent of the length of the street-facing building façade. (R)
- b. Street-facing garage walls must be set back at least two feet from the primary street-facing building façade. (R)
- c. Carports and detached garages shall incorporate roofs of a design similar to the principal structure on the site. (R)
- d. Where off-street parking for attached units or duplexes is provided, only one curb cut and sidewalk crossing for each two dwellings may be permitted, to promote pedestrian-oriented environments along streets, reduce impervious surfaces, and preserve on-street parking and street tree opportunities. (R)
- e. Parking structures, garages, and carports shall not be located between the principal structure and streets. (P)

Section 17C.400.040 Pilot Center and Corridors Development Standards

A. Purpose.

Center and corridor zones implement the comprehensive plan by encouraging concentrated employment, shopping, and residential activities in shared locations. The standards of this section allow for more flexibility for residential development in center and corridor zones in order to improve financial feasibility, increase housing supply, and improve the vibrancy of these areas.

B. Applicability.

- 1. The provisions of this section apply only to development where a minimum of fifty percent of the floor area will be a residential use.
- 2. In the event of a conflict, the provisions of this section supersede the standards and requirements of other sections of Title 17 SMC for center and corridor zones CC1, CC2, and CC4. Where this chapter does not provide a standard, the standards of applicable sections in Title 17 SMC shall govern, including but not limited to:
 - a. Engineering standards as described in [Title 17H SMC](#).
 - b. Environmental standards as described in [Title 17E SMC](#).
 - c. Design standards as described in Title 17C.122.060 SMC.

C. Floor Area Ratio (FAR)

- 1. Minimum floor area ratio

- a. In the CC1 and CC2 zone, a minimum FAR of 1.0 shall be required. In the CC4 zone, a minimum FAR of 0.5 shall be required.
- b. Outdoor public spaces such as plazas, sheltered entries, courtyards, outdoor cafes, or widened sidewalks with seating may be counted toward the minimum FAR.

2. Maximum floor area ratio

There is no maximum FAR.

D. Maximum Building Height

| Table 17C.400-2 CENTER AND CORRIDOR ZONE MAXIMUM BUILDING HEIGHT | | | |
|---|---------|---------|--------|
| CENTER TYPE | CC1 | CC2 | CC4 |
| Neighborhood Center | 55 ft. | 55 ft. | 55 ft. |
| District Center or Corridor | 70 ft. | 70 ft. | 55 ft. |
| Employment Center | 150 ft. | 150 ft. | 70 ft. |

E. Building Height Transition Requirement

1. Applicability

This subsection applies to all development in a center and corridor zone within 150 ft. of any RSF or RTF zone.

2. Transition Requirement

Starting at a height of 30 ft. at the residential zone boundary, additional building height may be added at a ratio of 1 to 1 (1 ft. of additional building height for every 1 ft. of additional horizontal distance from the closest RSF or RTF zone).

The transition requirement ends 150 ft. from the RSF or RTF zone boundary. Beyond the transition the maximum building height of the zone applies.

F. Vehicle Parking

1. Applicability

This subsection applies to the residential portion of development on lots wholly or partially within 500 ft. of a major transit stop as defined in 17C.400.010(B)(2).

2. Minimum Parking Spaces

| Table 17C.400-3 CENTER AND CORRIDOR ZONE MINIMUM REQUIRED PARKING WITHIN 500 FT OF A MAJOR TRANSIT STOP | |
|---|--|
| Residential Uses | |
| Total number of residential units | Minimum parking spaces |
| 0-30 | None |
| 31-40 | 0.2 per unit |
| 41-50 | 0.25 per unit |
| 51+ | 0.33 per unit |
| Nonresidential Uses | |
| CC1, CC2, CC4 [1] | <p>Minimum ratio is 1 stall per 1,000 gross square feet of floor area.</p> <p>Maximum ratio is 4 stalls per 1,000 gross square feet of floor area.</p> |
| [1] See exceptions in SMC 17C.230.130 , CC and Downtown Zone Parking Exceptions. | |

G. Bicycle Parking

Bicycle parking facilities, either off-street or in the street right-of-way, shall be provided.

1. The number of spaces shall be the largest amount based on either subsections (a) or (b) below.
 - a. The number of required bicycle parking spaces shall be ten percent of the number of off-street auto parking spaces being provided, whether the auto parking spaces are required by code or not, not to be less than one bicycle parking space.
 - b. A minimum of one bicycle parking space shall be provided for every ten thousand square feet of building area. When a building is less than ten thousand square feet in building area at least one bicycle parking space shall be provided.
2. When any covered automobile parking is provided, all bicycle parking shall be covered.
3. All bicycle parking facilities in the street right-of-way shall conform to City engineering services department standards.

ADOPTED BY THE CITY COUNCIL ON July 18, 2022

[Signature]
Council President

Attest:

[Signature]
City Clerk

[Signature]
Mayor



Approved as to form:

[Signature]
Assistant City Attorney

7/28/22
Date

August 27, 2022
Effective Date



NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(s): Building Opportunity and Choices for All (BOCA) Interim Zoning Ordinance

PROPONENT: City of Spokane

DESCRIPTION OF PROPOSAL:

To respond to the immediate need for more housing within the City of Spokane, and continue to enact strategies within the adopted [Spokane Housing Action Plan](#) (Res. 2021-0062), the City is proposing this interim zoning ordinance. The proposed interim regulations are consistent with policies in the City's Comprehensive Plan that encourage a variety of housing types throughout all of the City's residential areas, often referred to as missing middle housing or low-scale residential.

The interim zoning ordinance establishes chapter 17C.400 SMC, Interim Housing Regulations Adopted to Implement RCW 36.70A.600(1); creating Sections 17C.400.010, Housing Types Allowed; 17C.400.020, Lot Size; 17C.400.030, Density; and 17C.400.040, Pilot Center and Corridors Development Standards.

Per the provisions of RCW 43.21C.495 State Environmental Policy Act and RCW 36.70A.600(3), this action is not subject to administrative or judicial appeals, as this action is taken expressly to implement provisions specified in RCW 36.70A.600(1) in order to "Increasing residential building capacity."

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: This proposal has a City-wide impact

LEAD AGENCY: City of Spokane

DETERMINATION:

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW [43.21C.030\(2\)\(c\)](#). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

- ☐ There is no comment period for this DNS.
- ☐ This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- ☒ This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). **Comments regarding this DNS must be submitted no later than 12:00 p.m. on July 15, 2022 if they are intended to alter the DNS.**



Responsible Official: Spencer Gardner, AICP

Position/Title: Director, Planning Services

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201

Phone: 509-625-6500

Date Issued: July 1, 2022

Signature:  _____

APPEAL OF THIS DETERMINATION:

Per the provisions of RCW 43.21C.495 State Environmental Policy, **this action is not subject to administrative or judicial appeals**, as this action is taken expressly to implement provisions of RCW 36.70A.600 "Increasing residential building capacity." RCW 43.21C.495 states that amendments to development regulations or comprehensive plans to implement certain portions of RCW 36.70A.600 may not be appealed.



City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201
www.spokanecity.org

State Environmental Policy Act (SEPA) Environmental Checklist

File No. Building Opportunity and Choices for All (BOCA)
Interim Zoning Ordinance

PLEASE READ CAREFULLY BEFORE COMPLETING THE CHECKLIST!

Purpose of Checklist:

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals:

Complete this checklist for nonproject proposals, even though questions may be answered "does not apply." In addition, complete the Supplemental Sheet For Nonproject Actions (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

A. BACKGROUND

1. **Name of proposed project:** Building Opportunity and Choices for All (BOCA) Interim Zoning Ordinance
2. **Applicant:** City of Spokane – Planning Services
Address: 808 W. Spokane Falls Boulevard
City/State/Zip: Spokane, WA 99201 Phone: 509-625-6500
3. **Agent or Primary Contact:** Amanda Beck, Assistant Planner II
Address: 808 W. Spokane Falls Boulevard Email: abeck@spokanecity.org
City/State/Zip: Spokane, WA 99201 Phone: 509-625-6414
4. **Location of Project:**
This is a city-wide non-project action; it would apply to all residential and centers and corridor zoning districts within the City of Spokane. The City of Spokane is located in Spokane County.
5. **Date checklist prepared:** June 22, 2022
6. **Agency requesting checklist:** City of Spokane, Washington
7. **Proposed timing or schedule (including phasing, if applicable):**
In order to address the City's housing shortage emergency, and as authorized by RCW 36.70A.390, the interim zoning ordinance will be adopted pursuant to an expedited process, to be acted upon by Spokane City Council on July 18, 2022. Following the initial adoption of the interim zoning ordinance, the City Council will hold an additional public hearing on September 12, 2022 to evaluate progress and impacts from the pilot. The interim zoning is proposed to be in effect for one year, during which time a work program will direct review and evaluation of the interim regulations to be implemented as permanent changes. It is anticipated that a permanent zoning code change will be proposed prior to the expiration of the interim zoning ordinance, for which additional SEPA review, agency and public comment period, and public hearings will take place pursuant to the process outlined in Chapter 17G.025 SMC.
8. a. **Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain:**
Yes. The City's Comprehensive Plan provides a vision of affordable housing available to all community residents, and the proposed interim regulations are consistent with Comprehensive Plan policies that encourage a variety of housing types in all of the City's residential areas. Prior to the expiration of the interim zoning regulations, it is anticipated that the City's development regulations will be amended to make the interim zoning changes permanent, if appropriate, and/or additional zoning changes will be made based off the data and analysis obtained during the interim period. These

additional changes would require separate review under SEPA, the Growth Management Act, and Chapter 17G.025 SMC.

b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain:

Yes, the City of Spokane owns land including parks and administrative buildings within the city limits, or “affected geographical area” of this proposal.

9. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal:

A draft and final EIS were prepared for the City of Spokane Comprehensive Plan adopted in 2001, the DEIS released May 22, 2000, and the FEIS issued March 23, 2001. The City adopted an EIS addendum completed for the 2017 Comprehensive Plan update.

10. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain:

No other approvals or proposals.

11. List any government approvals or permits that will be needed for your proposal, if known:

Per RCW 36.70A.390 the interim zoning ordinance will go before City Council for a decision on July 18, 2022 to be followed by a public hearing on September 12, 2022. During the year that the interim zoning regulations are in effect, the City will study whether and how to implement the interim regulations on a permanent basis. It is anticipated that permanent zoning code amendments will be proposed, if appropriate, and/or additional zoning changes will be made based off the data and analysis obtained during the interim period. Permanent text amendments would require separate review under SEPA and the Growth Management Act.

12. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site.

In order to address the City’s housing shortage emergency, and in order to implement measures RCW 36.70A.600(1) encourages cities to take in order to increase residential building capacity, and to enact strategies within the adopted [Spokane Housing Action Plan](#) (Res. 2021-0062), the City is proposing this interim zoning ordinance. The proposed interim regulations will implement actions specified in RCW 36.70A.600(1) and will facilitate the range of housing types envisioned by the City’s Comprehensive Plan in all of the City’s residential areas, often referred to as missing middle housing or low-scale residential.

Scope of the proposal:

To keep housing affordable in Spokane, housing development must keep pace with the growing population and be located near existing services. To accomplish this goal, the City proposes changes to standards needed to effectively develop more diverse housing

options. Additional housing in appropriate locations increases travel options, saves costs for taxpayers, and supports economic opportunity and local businesses.

The proposed interim regulations would implement actions specified in RCW 36.70A.600(1) by:

- Removing maximum attached unit limits in all zoning districts for attached homes;
- Reducing the Residential Single-Family (RSF) lot width for attached homes to 36 feet or 16 feet for alley-loaded lots, which matches the dimensional standards in the Residential Two-Family (RTF) zone;
- Reducing the minimum lot size for attached homes to 1,280 sq. ft. in all residential zones except in Residential Agriculture (RA);
- Removing maximum building coverage and floor area ratio for attached homes in all residential zones except in Residential Agriculture (RA);
- Allowing duplexes up to fourplexes in all residential zoning districts, excluding Residential Agriculture (RA), or a distance from frequent transit and all Center and Corridor zones as determined by City Council;
- Increasing the maximum building coverage for single-family homes up to fourplexes and removing the floor area ratio;
- Increasing maximum wall height for low-scale housing types to 30 feet, and 35 feet for attached homes on interior lots, as well as maximum roof height to 40 feet.
- Amending the number of allowed units in density calculations to be rounded up (e.g. 5.2 units is rounded up to 6 units);
- Applying design standards to buildings developed under the interim zoning ordinance, such as a 15% front façade requirement for windows and building articulation through modulation and use of multiple architectural materials. The standards are similar to the City's existing design standards, with some clarifications or adjustments specific to low-scale residential development;
- A height increase and floor area ratio increase for mixed-use development with at least 50% residential uses in the building in Center and Corridor zones;
- Reducing parking requirements for residential development within Centers and Corridors that are within 500 feet of frequent transit, and increasing the bicycle parking requirement.

The interim zoning regulations would facilitate more diversity in the City's housing supply by adding allowed housing types other than detached single-family homes and large multifamily buildings, to better meet changing demographic needs as the Spokane metro area sees increases in single-person households, aging populations, and Millennial-aged residents. The city's current housing supply is dominated by single-family detached units (see figure below). The proposed interim zoning ordinance would allow for more housing types in zoning districts that currently do not permit such uses. This will continue to implement the City's goals in the Comprehensive Plan and its targeted intensity of

development, aligned with existing infrastructure systems, and provide opportunity to locate a wider range of housing types near high performance transit lines operated by Spokane Transit Authority.

Share of Housing By Type, as of Mid-2020

| Housing Type | Average Age | % of Housing |
|--------------------------|-------------|--------------|
| Single-family Detached | 70 | 69% |
| Apartment/Condo | 35 | 21% |
| Single-family Attached | 60 | 9% |
| Mobile/Manufactured Home | 34 | 1% |

Source: Spokane County Assessor, 2020. Note: The above numbers include housing units in the City of Spokane. Single-family attached includes duplexes, triplexes, and quad homes.

The interim zoning ordinance establishes Spokane Municipal Code (SMC) chapter 17C.400 SMC, Interim Housing Regulations Adopted to Implement RCW 36.70A.600(1); creating Sections 17C.400.010, Housing Types Allowed; 17C.400.020, Lot Size; 17C.400.030, Density; and 17C.400.040, Pilot Center and Corridors Development Standards.

Location of the proposal:

This is a city-wide non-project action; it would apply to all zones where residential uses are permitted and the Center and Corridor zones within the City of Spokane.

13. Does the proposed action lie within the Aquifer Sensitive Area (ASA)?

☒ Yes ☐ No

The General Sewer Service Area? ☒ Yes ☐ No

The Priority Sewer Service Area? ☒ Yes ☐ No

The City of Spokane? ☒ Yes ☐ No

14. The following questions supplement Part A.

a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)

(1) Describe any systems, other than those designed for the disposal of sanitary waste installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).

Not applicable, this is a non-project action and will not directly result in any direct modification of such systems.

- (2) **Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored?**

N/A, this is a non-project action.

- (3) **What protective measures will be taken to ensure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems.**

N/A, this is a non-project action.

- (4) **Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?**

N/A, this is a non-project action.

b. Stormwater

- (1) **What are the depths on the site to groundwater and to bedrock (if known)?**

Varies throughout the city.

- (2) **Will stormwater be discharged into the ground? If so, describe any potential impacts.**

Not applicable, this is a non-project action and will not directly result in any direct modification of such systems.

B. ENVIRONMENTAL ELEMENTS

1. Earth

- a. General description of the site (check one):**

☒ Flat ☒ Rolling ☒ Hilly ☒ Steep slopes ☐ Mountainous

Other: While slopes in the city vary, this is a non-project code amendment that will not directly modify the topology of the city.

- b. What is the steepest slope on the site (approximate percent slope)?**

N/A, this is a non-project action.

- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.**

N/A, this is a non-project action.

- d. **Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.**

N/A, this is a non-project action.

- e. **Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.**

As a non-project action, the proposal will not require any fill or excavation of soils. As applicable, permit applicants would define any use of fill, excavation, or grading at the time a project action is proposed.

- f. **Could erosion occur as a result of clearing, construction, or use? If so, generally describe.**

As a non-project action, the proposal will not involve site level work.

- g. **About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt, or buildings)?**

N/A, this is a non-project action.

- h. **Proposed measures to reduce or control erosion or other impacts to the earth, if any:**

N/A, this is a non-project action.

2. Air

- a. **What type of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.**

N/A, this is a non-project action.

- b. **Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.**

N/A, this is a non-project action.

- c. **Proposed measures to reduce or control emissions or other impacts to air, if any:**

N/A, this is a non-project action.

3. Water

- a. **Surface Water:**

(1) **Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.**

The Spokane River and Latah Creek fall within the City's shoreline jurisdiction. Various private and public ponds and lakes are situated within the city as well as a number of ephemeral drainages.

- (2) **Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.**

N/A, this is a non-project action.

- (3) **Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.**

N/A, this is a non-project action.

- (4) **Will the proposal require surface water withdrawals or diversions? If yes, give general description, purpose, and approximate quantities if known.**

N/A, this is a non-project action.

- (5) **Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.**

While there are areas designated as 100-year floodplain within the City's jurisdiction, this is a non-project code amendment that will not directly impact the floodplain.

- (6) **Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.**

N/A, this is a non-project action.

b. **Groundwater:**

- (1) **Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.**

N/A, this is a non-project action.

- (2) **Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (Domestic sewage; industrial, containing the following chemicals; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.**

None, as this is a non-project action. The City does require that all development connect to or extend sewer service at time of development.

c. **Water Runoff (Including Stormwater):**

(1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Stormwater is collected, treated, and disposed of via various methods in the city, subject to the requirements of [Chapter 13.03 Sewers, Article III General Requirements](#) SMC.

(2) Could waste materials enter ground or surface waters? If so, generally describe.

N/A, this is a non-project action.

(3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

N/A, this is a non-project action.

d. **Proposed Measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any.**

N/A, this is a non-project action.

4. Plants

a. **Check the type(s) of vegetation found on the site:**

Deciduous trees: ☒ alder ☒ maple ☒ aspen Other:

Evergreen trees: ☒ fir ☒ cedar ☒ pine Other:

☒ shrubs ☒ grass ☒ pasture ☒ crop or grain

☐ orchards, vineyards or other permanent crops

Wet soil plants: ☒ cattail ☒ buttercup ☒ bullrush ☐ skunk cabbage

Other:

Water plants: ☐ water lily ☐ eelgrass ☐ milfoil Other:

Any other types of vegetation:

Note that this is a city-wide non-project action and would not directly alter or affect the various plants and trees located in the city.

b. **What kind and amount of vegetation will be removed or altered?**

N/A, this is a non-project action.

c. **List threatened and endangered species known to be on or near the site:**

N/A, this is a non-project action.

- d. **Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:**

N/A, this is a non-project action.

- e. **List all noxious weeds and invasive species known to be on or near the site:**

N/A, this is a non-project action.

5. Animals

- a. **Check and List any birds and other animals which have been observed on or near the site or are known to be on or near the site:**

Birds: ☒ hawk ☒ heron ☒ eagle ☒ songbirds

Other:

Mammals: ☒ deer ☒ bear ☒ elk ☒ beaver

Other:

Fish: ☒ bass ☐ salmon ☒ trout ☐ herring

☐ shellfish

Other:

N/A, note this is a non-project action and would not directly alter or affect the various wildlife found in the city.

- b. **List any threatened or endangered animal species known to be on or near the site.**

N/A, this is a non-project action.

- c. **Is the site part of a migration route? If so, explain.**

Various migratory birds transit through the city as part of normal migration patterns.

- d. **Proposed measures to preserve or enhance wildlife, if any:**

N/A, this is a non-project action.

- e. **List any invasive animal species known to be on or near the site.**

N/A, this is a non-project action.

6. Energy and natural resources

- a. **What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.**

N/A, this is a non-project action.

- b. **Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe:**

No, this is a non-project action.

- c. **What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:**

None, this is a non-project action.

7. Environmental health

- a. **Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe.**

N/A, this is a non-project action.

- (1) **Describe any known or possible contamination at the site from present or past uses.**

N/A, this is a non-project action.

- (2) **Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.**

N/A, this is a non-project action.

- (3) **Describe any toxic or hazardous chemicals/conditions that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.**

N/A, this is a non-project action.

- (4) **Describe special emergency services that might be required.**

N/A, this is a non-project action.

- (5) **Proposed measures to reduce or control environmental health hazards, if any:**

N/A, this is a non-project action.

b. Noise:

- (1) **What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?**

N/A this is a non-project action.

- (2) **What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.**

N/A, this is a non-project action.

(3) Proposed measure to reduce or control noise impacts, if any:

N/A, this is a non-project action.

8. Land and shoreline use

- a. **What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.**

The city contains a full range of urban land uses—as described in the [Comprehensive Plan](#) and Zoning Map. The proposal is a non-project action that will not directly modify or affect existing uses, and is proposing low-scale missing middle housing within residential zoning districts.

- b. **Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?**

There are some Residential Agriculture zoned lands in the city of Spokane, located in the Latah/Hangman neighborhood in the southwest quadrant of the city. However, as a non-project proposal impacts to these uses are not expected.

- 1) **Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:**

No, as this is a non-project action.

- c. **Describe any structures on the site.**

Varies throughout the city (non-project action).

- d. **Will any structures be demolished? If so, which?**

No, as this is a non-project action.

- e. **What is the current zoning classification of the site?**

Varies throughout the city, though the proposed interim zoning ordinance focus on Residential Zones ([Chapter 17C.110](#)) and Center and Corridor Zones where residential uses are permitted.

- f. **What is the current comprehensive plan designation of the site?**

Varies (non-project action).

- g. **If applicable, what is the current shoreline master program designation of the site?**

The city includes various jurisdictional shoreline areas along the Spokane River and Latah Creek. However, the proposal will not affect the standards or policies applied to those areas.

- h. **Has any part of the site been classified as a critical area by the city or the county? If so, specify.**

This is a non-project action that applies to the entire city, including parts classified as Critical Areas. The regulations within the critical areas ordinance in [Title 17E](#) SMC would apply to any action within those and other critical areas.

- i. **Approximately how many people would reside or work in the completed project?**

N/A, this is a non-project action.

- j. **Approximately how many people would the completed project displace?**

None, this is a non-project action. The intent of the text amendments is to increase housing within the City of Spokane, and to mitigate displacement as much as possible, to accommodate the city's projected population growth.

- k. **Proposed measures to avoid or reduce displacement impacts, if any:**

N/A, this is a non-project action.

- l. **Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:**

These proposed amendments do not alter the land use categories within the adopted Shaping Spokane Comprehensive Plan, and in fact support many of the goals outlined in [Chapter 3: Land Use](#) and [Chapter 6: Housing](#).

- m. **Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:**

N/A, this is a non-project action.

9. Housing

- a. **Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.**

None, as this is a non-project action. However, the aim of these text amendments is to encourage construction of more housing, focusing on duplexes, triplexes, fourplexes, and attached homes to increase housing supply.

- b. **Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing.**

N/A, this is a non-project action.

- c. **Proposed measures to reduce or control housing impacts, if any:**

N/A, this is a non-project action.

10. Aesthetics

- a. **What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?**

N/A, this is a non-project action.

b. What views in the immediate vicinity would be altered or obstructed?

N/A, this is a non-project action.

c. Proposed measures to reduce or control aesthetic impacts, if any:

N/A, this is a non-project action.

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

N/A, this is a non-project action.

b. Could light or glare from the finished project be a safety hazard or interfere with views?

No, as this is a non-project action.

c. What existing off-site sources of light or glare may affect your proposal?

N/A, this is a non-project action.

d. Proposed measures to reduce or control light and glare impacts, if any:

N/A, this is a non-project action.

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

The city contains numerous formal and informal recreational opportunities. These non-project amendments are not expected to cause any impacts to these resources.

b. Would the proposed project displace any existing recreational uses? If so, describe.

No, as this is a non-project action.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

N/A, this is a non-project action.

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the sited that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.

Not applicable, this is a non-project action. The city contains various structures either listed or eligible for listing in both the national and local historic registers.

- b. **Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.**

There exist within the city certain areas that qualify as tribal or historic uses. As a non-project action proposing interim regulations this proposal is not expected to directly affect historic or tribal uses. At the time of project action any necessary SEPA and tribal reviews would be conducted.

- c. **Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archaeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.**

N/A, this is a non-project action.

- d. **Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.**

None, as this is a non-project action. Measures to avoid, minimize, or compensate for resources are part of regulations within the Spokane Municipal Code.

14. Transportation

- a. **Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.**

The city is served by a comprehensive network of streets, highways, and freeways. As a non-project amendment to code, the proposal will not affect them.

- b. **Is site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop.**

Yes, Spokane Transit Authority serves the entire city and wider region with various routes.

- c. **How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?**

None, as this is a non-project action.

- d. **Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).**

No, as this is a non-project action.

- e. **Will the project or proposal use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe.**

No, as this is a non-project action.

- f. **How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and non-passenger vehicles). What data or transportation models were used to make these estimates? (Note: to assist in review and if known, indicate vehicle trips during PM peak, AM Peak, and Weekday (24 hours)).**

N/A, this is a non-project action.

- g. **Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, general describe.**

No, as this is a non-project action.

- h. **Proposed measures to reduce or control transportation impacts, if any:**

N/A, this is a non-project action.

15. Public services

- a. **Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.**

No, this is a non-project action. Project actions that result following the proposed interim regulations would be within the City's service areas and population growth projections.

- b. **Proposed measures to reduce or control direct impacts on public services, if any:**

N/A, this is a non-project action.

16. Utilities

- a. **Check utilities currently available at the site:**

☒ electricity ☒ natural gas ☒ water ☒ refuse service
☒ telephone ☒ sanitary sewer ☐ septic system

Other: This is a non-project action, with no intent to impact utility services. Any new development as a result from the proposal would need to show appropriate utility services through the standard review process.

- b. **Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed:**

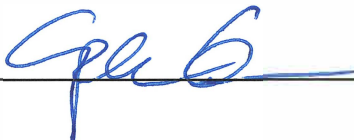
N/A, this is a non-project action.

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency must withdraw any Determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: June 30, 2022

Signature: _____



Project Proponent (Please print or type):

Name: City of Spokane

Address: 808 W. Spokane Falls Boulevard

Phone: 509-625-6500

Spokane, WA, 99201

Checklist Preparer (If different from proponent):

Name: KayCee Downey

Address: 808 W. Spokane Falls Boulevard

Phone: 509-625-6194

Spokane, WA, 99201

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: Amanda Beck

Based on this staff review of the environmental checklist and other pertinent information, staff concludes that:

- ☒ A. There are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- ☐ B. Probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- ☐ C. There are probable significant adverse environmental impacts and recommends a Determination of Significance.

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

- 1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?**

These changes are intended to encourage the construction of and permit a wider variety of housing types within residential zones and Center and Corridor zones. No direct action or change to the physical environment are required or proposed by these changes. The proposal will not result in direct changes to water, air, or toxic/hazardous substances discharge. Nor will the proposal require the creation of any new or increased noise in the city.

Proposed measures to avoid or reduce such increases are:

None.

- 2. How would the proposal be likely to affect plants, animals, fish, or marine life?**

As described in answer 1, the proposal is unlikely to require any change to the existing environment and thus will be unlikely to affect plants, animals, fish, or marine life.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

None.

- 3. How would the proposal be likely to deplete energy or natural resources?**

As discussed above, the proposal will not develop or cause to be developed any uses or structures requiring energy resources.

Proposed measures to protect or conserve energy and natural resources are:

None.

- 4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands?**

This non-project action does not change any code standards related to critical areas. New development would be subject to the critical areas standards of the SMC. The City's regulations are compliant with the Endangered Species Act (44 CFR § 60.3(a)2) and other updated Federal and State requirements, with the goal of protecting and/or conserving important ecosystems and the species that rely upon them.

Proposed measures to protect such resources or to avoid or reduce impacts are:

None.

- 5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?**

The proposed interim zoning ordinance would not substantially affect shoreline use or use of lands within the floodplain. Changes to encourage construction of more housing is intended to implement the policies of the City's Comprehensive Plan and would be required to meet the shoreline development standards. As such, it is unlikely that incompatible uses would be encouraged by this proposal.

Proposed measures to avoid or reduce shoreline and land use impacts are:

None.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The proposal would not modify requirements for the planning, permitting, or construction of transportation or public services or utilities. The interim regulations encourage increased construction of housing units within the city, and any project proposal would be evaluated for proper impact fees or applicable off-site improvements to sustain the City's levels of service to residents.

Proposed measures to reduce or respond to such demand(s) are:

None.

7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.

The interim zoning ordinance is aligned with guidance from the Growth Management Act, particularly changes identified under RCW 36.70A.600(1). These proposed interim regulations are in keeping with the intent of the GMA to concentrate population and job growth within urban areas that have access to transit and utility infrastructure. The non-project action will not conflict with local, state or federal laws or requirements for the protection of the environment.